



**Board of County Commissioners**

**Eva J. Henry - District #1**  
**Charles "Chaz" Tedesco - District #2**  
**Emma Pinter - District #3**  
**Steve O'Dorisio - District #4**  
**Lynn Baca - District #5**

**PUBLIC HEARING AGENDA**

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**September 13, 2022**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

- A.** Proclamation of September 2022 as Workforce Development Month
- B.** Proclamation of September 15-October 15, 2022 as Hispanic Heritage Month

**5. PUBLIC COMMENT**

**A. Citizen Communication**

**During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.**

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** Minutes of the Commissioners' Proceedings from August 23, 2022
- B.** Adams County Public Trustee Operational Expense for the Quarter Ending June 2022
- C.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0029431, P0037823, P0038593, R0085786, R0085787, R0085788, R0095266, R0201371, R0202887, P0035893, P0037987, R0003437, R0095601, R0177691, and R0197962

- D.** Resolution for Final Acceptance of the Public Improvements Constructed at the Berkeley Shores Subdivision 6300 Lowell Blvd., (Case No.'s PRC2019-00003, PRC2019-00019, PLT2019-00036, PLT2020-00013, PUD2019-00017, EGR2019-00052, SUB2020-00009, SIA2020-00001, CSI2020-00012, UTL2020-000462)
- E.** Resolution Approving an Agreement between Adams County and the Adams County Regional Economic Partnership Regarding Business Advocacy and Development
- F.** Resolution Approving the Intergovernmental Agreement Veterans Service Officer Position between the County of Arapahoe, Colorado and the County of Adams, Colorado
- G.** Resolution Approving Development Agreement between Adams County and Denver Mart Industrial Partners JV LLLP for Public Improvements and Receipt of Collateral in the Amount of \$62,400.00
- H.** Resolution Approving Amendment Two the Lease Agreement between Adams County and Intervention Community Correction Services, Inc., in the Amount of \$444,000.00 for Facility Payments for the 17th Judicial District
- I.** Resolution Approving the Intergovernmental Agreement between Adams County and 27J School District Regarding Colorado Preschool Program for 2022-2023
- J.** Resolution Approving the Intergovernmental Agreement between Adams County and Adams County School District 14 Regarding Colorado Preschool Program For 2022-2023
- K.** Resolution Accepting a Warranty Deed from Dmitriy Tanas to Adams County for Right-of-Way Purposes for Clayton Street
- L.** Resolution Accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust to Adams County for Right-of-Way Purposes for E. 64th Avenue
- M.** Resolution Accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust to Adams County for Right-of-Way Purposes for E. 72nd Avenue
- N.** Resolution Accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust to Adams County for Right-of-Way Purposes for Petterson Road
- O.** Resolution Accepting a Warranty Deed from Joel Ramos to Adams County for Right-of-Way Purposes for E. 96th Avenue
- P.** Resolution Accepting a Permanent Drainage Easement from BZ Properties, LLC, to Adams County for Storm Water Drainage Purposes
- Q.** Resolution Accepting Warranty Deed Conveying Property from Dolores Maria Sanut to Adams County for Road Right-of-Way
- R.** Resolution Accepting a Quitclaim Deed from Furniture Row Colo, LLC, to Adams County for Right-of-Way Purposes
- S.** Resolution Approving Right-of-Way Agreement between Adams County and Your Key to Ownership, LLC, for Property Necessary for the ADA Transition Area III – Steele Street Improvements Project in the Amount of \$20,900.00
- T.** Resolution Approving Grant of Easement to United Power for the Riverdale Regional Park

- U.** Resolution Authorizing the Acquisition of Property Interests Necessary for the Construction of the Improvements for the ADA Transition Area III - Steele Street Improvements Project
- V.** Resolution to Approve Memorandum of Understanding (MOU) between Adams County and Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five-Star Schools, and Bennett School District 29J Regarding the Adams County Scholarship Fund
- W.** Resolution Approving Right-of-Way Agreement between Adams County and West 62nd Ave, LLC, for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
- X.** Resolution Accepting Warranty Deed Conveying Property from Khagendra Gurung and Nabina Gurung to Adams County for Right-of-Way Purposes
- Y.** Resolution Accepting a Permanent Slope Easement from KLZ Radio Inc. to Adams County
- Z.** Resolution Accepting a Grant of Easement from KLZ Radio Inc. to Adams County for the Colorado Agricultural Ditch
- AA.** Resolution Accepting a Recreational Trail Easement from KLZ Radio Inc. to Adams County
- AB.** Resolution Accepting Warranty Deed Conveying Property from KLZ Radio Inc. to Adams County for Right-of-Way Purposes
- AC.** Resolution Accepting Warranty Deed Conveying Property from Jena Brown and Nathan Rodriguez to Adams County for Right-of-Way Purposes
- AD.** Resolution Approving an Agreement between Adams County and Adams County Education Consortium for Professional Services

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1.** Resolution Approving Amendment One to the Agreement between Adams County and Family Tree Inc., in the Amount of \$476,280.00, for Housing and Homeless Prevention Services
- 2.** Resolution Approving Amendment One to the Agreement between Adams County and Growing Home in the Amount of \$1,194,839.65, for Housing and Homeless Prevention Services
- 3.** Resolution Approving Amendment One to the Agreement between Adams County and Comitis Crisis Center Inc., in the Amount of \$200,000.00, for Housing and Homeless Prevention Services
- 4.** Resolution Approving Amendment One to the Agreement between Adams County and Almost Home Inc., in the Amount of \$1,294,710.00, for Housing and Homeless Prevention Services
- 5.** Resolution Approving Amendment One to the Agreement between Adams County and Access Housing of Adams County Inc., in the Amount of \$1,736,501.00, for Housing and Homeless Prevention Services
- 6.** Resolution Approving Amendment One to the Agreement between Adams County and Fruition in the Amount of \$61,893.00, for the Adams County Health Department Website

7. Resolution Designating Pre-Qualified Contractors for the Construction Manager General Contractor for Approved 2023 Countywide Renovation Projects
8. Resolution Approving an Agreement between Adams County and Environmental System Research Institute Inc., in the Not to Exceed Amount of \$825,000.00 to Provide Geographic Information Systems Software and Professional Services

**B. COUNTY ATTORNEY**

1. Resolution Approving the Intergovernmental Agreement for Services Related to Aerotropolis Regional Committee

**8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(6) for Legal Advice Regarding the Treasurer Litigation**

**9. LAND USE HEARINGS**

**A. Cases to be Heard**

1. PRC2021-00005 Sherrelwood Village FDP Amendment & Filing 2 Preliminary Plat

**10. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

**Proclamation**  
**“Workforce Development Month”**  
**September 2022**

**Whereas**, the Adams County Workforce and Business Center is part of the statewide workforce development system in Colorado; and,

**Whereas**, Colorado is ranked number one in the nation for workforce development; and,

**Whereas**, workforce development services for workers, employers, and communities are, and will continue to be critical as the economy continues to recover from the COVID-19 pandemic; and,

**Whereas**, the Adams County Workforce and Business Center has helped over 5,000 residents earn jobs resulting in over \$100 million dollars in increased wages impacting the local economy; and,

**Whereas**, apprenticeships, internships, and experiential learning are proven strategies to close the skills gap, build self-esteem, and develop an alternative pathway to a rewarding career; and,

**Whereas**, the careers of tomorrow require a job-driven approach to ensure a talent pipeline of qualified workers is in place; and,

**Whereas**, when workers, students, educators, workforce professionals, and employers are united in addressing the challenges that lie ahead, and no one is shut out or left behind, Adams County can become the best county in Colorado to gain employment; and,

**Whereas**, Adams County residents are encouraged to celebrate the diversity of our workforce and commit ourselves to ensuring Colorado workplaces are inclusive to all qualified workers; and,

**Whereas**, the Adams County Workforce Development Board is aligned with educators, businesses, and economic developers to enhance regional workforce development, expand apprenticeships, encourage more inclusive hiring, and promote the state’s competitive advantage.

**Now, Therefore, Be It Resolved**, that the Adams County Board of Commissioners, of the County of Adams, State of Colorado, proclaims the month of September 2022 as

**“Workforce Development Month”**

*In witness whereof, we have set our hands and caused the seal of the county to be affixed September 13, 2022.*

## **Proclamation**

### **“Hispanic Heritage Month”**

**September 15 - October 15, 2022**

**Whereas**, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage, and countless contributions of those whose ancestors were indigenous to North America as well as those who came from Spain, Mexico, the Caribbean, Central America and South America; and

**Whereas**, the population of Adams County is approximately 41.8% Hispanic or Latino based on the most recent census estimates; and

**Whereas**, what began in 1968 as Hispanic Heritage Week under President Johnson and was expanded by President Reagan in 1988, to cover a 30-day period starting on September 15 and ending on October 15; and

**Whereas**, this year’s theme, “Unidos: Inclusivity for a Stronger Nation,” invites us to celebrate Hispanic Heritage and to reflect on how great our tomorrow can be if we hold onto our resilience and hope. It encourages us to reflect on all the contributions Hispanics have made in the past, and will continue to make in the future; and

**Whereas**, many Hispanics serve as government employees/public servants, civil rights leaders and community organizers, politicians, soldiers, educators, journalists, first responders, pioneers in art and science, healthcare professionals, athletes, inventors, entertainers and so much more; and

**Whereas**, Adams County’s employee-led A-Proud affinity group, LatinX Professionals, provides a safe, supportive, and professional space for LatinX professionals, where topics can be safely and confidentially discussed that directly impact them; and

**Whereas**, Hispanics continue their rich history of significant and diverse contributions to the cultural, educational, economic and political vitality of Adams County.

**Now, Therefore, Be it Resolved**, by the Board of Commissioners, of the County of Adams, State of Colorado, proclaims September 15th – October 15th, 2022 as

### **“Hispanic Heritage Month”**

and encourages all residents to honor the rich diversity of the Hispanic community and celebrate the many ways they contribute to our nation and society.

*In Witness whereof, we have set our hands and caused the seal of the county to be affixed September 13, 2022.*

From: noreply@granicusideas.com  
Sent: Monday, September 12, 2022 5:36 AM  
To: Erica Hannah  
Subject: New eComment for Board of County Commissioners on 2022-09-13 9:30 AM

Please be cautious: This email was sent from outside Adams County

New eComment for Board of County  
Commissioners on 2022-09-13 9:30 AM

Trevor Steen submitted a new eComment.

Meeting: Board of County Commissioners on 2022-09-13 9:30 AM

Item: 6. 22-740 Resolution Approving Amendment One to the Agreement between Adams  
County and Fruition in the Amount of \$61,893.00, for the Adams County Health Department  
Website

eComment: Given that the website may require users to submit information, has the contract  
with Fruition been amended to ensure proper security of personally identifiable and healthcare  
information in compliance with applicable standards such as HIPPA? If there is no plan to have  
information submitted via the website, then this comment is void.

View and Analyze eComments

This email was sent from <https://granicusideas.com>.

Unsubscribe from future mailings



**Board of County Commissioners  
Minutes of Commissioners' Proceedings**

Eva J. Henry - District #1  
Charles "Chaz" Tedesco - District #2  
Emma Pinter - District #3  
Steve O'Dorisio - District #4  
Lynn Baca - District #5

**Tuesday  
August 23, 2022  
9:30 AM**

**1. ROLL CALL**

**Rollcall**

**Present:** 4 - Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**Excused:** 1 - Commissioner Henry

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Agenda be approved. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**4. AWARDS AND PRESENTATIONS**

**A.** Proclamation of August 2022 as Child Support Awareness Month

**5. PUBLIC COMMENT**

**A. Citizen Communication**

Public Comment Submitted for August 23, 2022



**During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.**

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

**A motion was made by Commissioner Pinter, seconded by Commissioner O'Doriso, that this Consent Calendar be approved. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Tedesco, Commissioner Pinter, Commissioner O'Doriso, and Commissioner Baca

- A.** List of Expenditures Under the Dates of August 8-12, 2022
- B.** Minutes of the Commissioners' Proceedings from August 16, 2022
- C.** Resolution Approving an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Records Support Services between Adams County and Northglenn, Colorado
- D.** Resolution for Final Acceptance of the Public Improvements Constructed at the Layton Subdivision, Filing No. 3, 144th Avenue and Colorado Boulevard, (Case No.'s PLT2018-00030, EGR2020-00004, SUB2020-00002, SIA2018-00010, UTL2021-00219, UTL2021-00252)
- E.** Resolution Approving Right-of-Way Agreement between Adams County and East 62nd Avenue Partnership, LLC for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
- F.** Resolution Approving Adams County Health Department Budget Policy

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

- 1.** Resolution Approving an Agreement between Adams County and Genuine Parts Company, dba NAPA Auto Parts in the Approximate Annual Amount of \$1,002,000, for Onsite Auto Parts Services

**A motion was made by Commissioner O'Doriso, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Tedesco, Commissioner Pinter, Commissioner O'Doriso, and Commissioner Baca

2. Resolution Approving a Purchase Order between Adams County and Wagner Equipment Company, in the Amount of \$292,340.00, for a Caterpillar 950GC Wheeled Loader

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

3. Resolution Approving Amendment Four to the Agreement between Adams County and ECI Site Construction Management, Inc., in the Amount of \$765,866.89, for the Adams County Veterans Memorial

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

4. Resolution Approving Task Order Four between Adams County and DHM Design Corp., in the Amount of \$553,305.00, for Design Services for the Adams County Veterans Memorial

**A motion was made by Commissioner Tedesco, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 4 - Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

## **B. COUNTY ATTORNEY**

## **8. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

# ADAMS COUNTY PUBLIC TRUSTEE

## OPERATIONAL EXPENSE FOR THE QUARTER ENDING JUNE 2022

### PERSONNEL SERVICES

Salary - Dept. Head	3,135.01
Salary - Permanent Full Time	48,317.27
Salary - Part Time Temporary	3,335.03
Overtime	-

**TOTAL PERSONAL SERVICES      54,787.31**

### FRINGE BENEFITS

Medical Insurance	7,561.02
Dental Insurance	119.34
Vision Insurance	16.56
Life Insurance	52.50
Disability Compensation	400.44
Retirement (PT Match)	5,073.30
Workmen's Compensation	61.83
FICA	3,057.59
MHI	715.08

**TOTAL FRINGE BENEFITS      17,057.66**

### OPERATING AND MAINTENANCE

Operating Supplies	895.33
Special Events	-
Releases - Postage	29.65
Envelopes & Labels	-
Books & Forms	-
Subscriptions	-
Publications	-

**TOTAL OPERATING AND MAINTENANCE      924.98**

### CHARGES FOR SERVICES

Equipment Maint. & Rental	-
Office Equipment (Planned)	-
Business Meetings	-
Mileage Reimbursement	-
Association Dues	-
Misc Expense	-
Petty Cash Expense	-
Printing	398.00
Telephone	2.73
IT Support	-
Consultant - Non Recurring	-
Re-Recordings	-
Other Professional Service      (1)	-
Bank Service Fees	1,349.21
Travel & Transportation	-
Education & Training	-

*[Handwritten Signature]* 08/25/2022

## ADAMS COUNTY PUBLIC TRUSTEE

Insurance Premiums & Bonds	-
Computer Supplies/Upgrades (2)	-
Software	(279.99)
<b>TOTAL CHARGES FOR SERVICES</b>	<b>1,469.95</b>

**CAPITAL OUTLAY**

Computer Software Purchases	-
Computer Hardware Purchases	-
Office Furniture & Equipment	-
<b>TOTAL CAPITAL OUTLAY</b>	<b>-</b>

**TOTAL EXPENSES FOR QUARTER** **74,239.90**

**RECONCILIATION**

Total Expenses for the Quarter	74,239.90
Other - transfer from 3050 general fund (historical record books imaged not budgeted 2021)	-
Total of Other Check Not Written	-
Credits	-
Re-Recordings for the quarter	-
Total Deposits to General Exp. And Payroll Accounts	-
Less Deposits to Postage/Misc/copies	-
<b>TOTAL RECONCILIATION OVER/SHORT</b>	<b>74,239.90</b>

**REVENUE FOR QUARTER ENDING JUNE 2022**

FORECLOSURE REVENUE:	33,835.20
<b>TOTAL REVENUE COLLECTED FROM FORECLOSURES</b>	<b>33,835.20</b>

**PUBLIC TRUSTEE DOCUMENTS:**

0	(Certificates of Redemption @ 30.00 each)	-
2	(Lienor Intents to Redeem @ 50.00 each)	100.00
36	(Public Trustee Deeds @ 30.00 each)	1,080.00
<b>TOTAL REVENUE COLLECTED FROM DOCUMENTS</b>		<b>1,180.00</b>

*WPE 08/05/2022*

# ADAMS COUNTY PUBLIC TRUSTEE

**PUBLIC TRUSTEE RELEASE FEES:**

6,300	(Releases executed @ 15.00 each)	94,500.00
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**PUBLIC TRUSTEE TAX ESCROW FEES**

0	(PT tax escrow fees @ 75.00 each)	-
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	<b>TOTAL REVENUE COLLECTED FOR QUARTER</b>	<b>129,515.20</b>
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**OPERATIONAL EXPENSES FOR QUARTER**

**NET REVENUE TOTAL**

Personnel Services	54,787.31	
Fringe Benefits	17,057.66	
Operating & Maintenance	924.98	
Charges for Services	1,469.95	
<u>Capital Outlay</u>	<u>0.00</u>	
<b>TOTAL OPERATIONAL EXPENSES</b>		<b>74,239.90</b>

**SUMMARY OF QUARTERLY TRANSACTIONS**

Total Fees Collected for the Quarter	129,515.20
Transfer Excess PT Fees to Escrow	
Less Operational Expenses for Quarter	74,239.90

<b>BALANCE:</b>	<b>55,275.30</b>
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<b>QUARTER ENDING BALANCE:</b>	<b>55,275.30</b>
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**DISPOSITION OF BALANCE OF FEES COLLECTED 2ND QUARTER 2022**

QUARTER ENDING BALANCE (\$0 transferred to 38-37-104(3) PT Salary Fund per TRS/PT)	55,275.30
LESS: ADDITION TO RESERVE	(55,275.30)
AMOUNT DEPOSITED WITH ADAMS COUNTY TREASURER	-
COLOTRUST PT RESERVE FUND FOR 2022	299,891.64
COLOTRUST PT RESERVE FUND @ December 31, 2021	299,891.64

*Handwritten signature and date: 05/25/2022*





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Abatements
<b>FROM:</b> Meredith P. Van Horn, Assistant Adams County Attorney
<b>AGENCY/DEPARTMENT:</b> County Attorney
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the recommendations of the Assessor's Office for the attached abatement petitions.

### **BACKGROUND:**

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2019, 2020 and 2021 and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Assessor's Office

### **ATTACHED DOCUMENTS:**

Resolution  
Summary Findings and Recommendations of the Assessor's Office

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE REFUND OF TAXES FOR ACCOUNT NUMBERS P0029431, P0037823, P0038593, R0085786, R0085787, R0085788, R0095266, R0201371, R0202887, P0035893, P0037987, R0003437, R0095601, R0177691, and R0197962

WHEREAS, pursuant to C.R.S. § 39-1-113, the Board of County Commissioners may approve abatement petitions concerning property tax assessment and may refund taxes associated therewith; and,

WHEREAS, the attached petitions for account numbers P0029431, P0037823, P0038593, R0085786, R0085787, R0085788, R0095266, R0201371, R0202887, P0035893, P0037987, R0003437, R0095601, R0177691, and R0197962 have been processed, reviewed and approved by the Adams County Assessor's Office; and,

WHEREAS, information regarding the initial assessed value and the justification for reduction in assessed value and refund of taxes is included for each property in the documentation attached; and,

WHEREAS, it is the recommendation of the Assessor's Office that these petitions be approved and refunds be issued by the Board of County Commissioners; and,

WHEREAS, for account numbers P0035893, P0037987, R0003437, R0095601, R0177691, and R0197962 approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers P0029431, P0037823, P0038593, R0085786, R0085787, R0085788, R0095266, R0201371, and R0202887 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petitions for account numbers P0035893, P0037987, R0003437, R0095601, R0177691, and R0197962 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for the Property.

ABATEMENT FOR TAX YEAR:		2021
TODAYS DATE		07/12/22
BUSINESS NAME:	BODY SYNC	
ACCOUNT NUMBER:	P0029431	
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE	\$66,510	\$19,290	115.06	\$2,219.51
REVISED VALUE	\$0	\$0	115.06	\$0.00
ABATED VALUE	\$66,510	\$19,290	115.06	\$2,219.51

Provide your reason for the Abatement/Added in the space below:

Corrected value below \$50,000.00 resulted in \$0.00 tax liability.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

Ken Musso  
Assessor



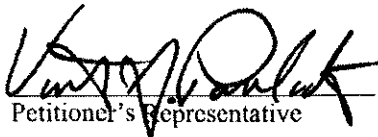
Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

COUNTY BOARD OF EQUALIZATION

STIPULATION (As to Tax Year(s) 2021 Actual Value(s))

1. The Schedule Number attributed to this this Stipulation is:  
  
Schedule Number: P0029431
2. The subject of this stipulation is classified as Personal Property.
3. The County Assessor originally assigned the following actual value to the Personal Property for tax year(s) 2021 :  
  
Personal Property Value Assigned: \$66,510
4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the Personal Property for tax year(s) 2021 :  
  
Personal Property Value Stipulated: \$0
5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of the Personal Property for tax year(s) 2021 .

DATED this: June 28, 2022

  
Petitioner's representative

Loren  
Morrow  
Digitally signed by  
Loren Morrow  
Date: 2022.06.28  
10:03:46 -06'00'  
Assessor Representative  
Adams County Assessor's Office

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 06/28/2022  
Month Day Year

Petitioner's Name: Body Sync

Petitioner's Mailing Address: 1425 N Cherokee Ave #931336

Los Angeles CA 90093  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0029431</u>	<u>12635 E. Montview Blvd Ste 224</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2020 and 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Taxpayer is requesting additional obsolescence due to the personal property being obsolete and underutilized. Zero value for 2020 due to personal property exemption, as value is less than \$50,000.00.

Petitioner's estimate of value: \$ 54,381.00 (2020) and \$ 0.00 (2021)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

[Signature] Daytime Phone Number (323) 499-1770  
Petitioner's Signature

By \_\_\_\_\_ E-Mail Address VPavelock@bodysync.com  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114 5(1), C.R.S.

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Tax year: \_\_\_\_\_ Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III:**

**Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
 Petitioner's Signature \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Assessor's or Deputy Assessor's Signature \_\_\_\_\_  
 Date

**Section IV:**

**Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
 Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
 County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V:**


**Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
 Secretary's Signature \_\_\_\_\_  
 Property Tax Administrator's Signature \_\_\_\_\_  
 Date

ABATEMENT FOR TAX YEAR:		2021		
TODAYS DATE		07/21/22		
BUSINESS NAME:	Mystic Mountain Distillery			
ACCOUNT NUMBER:	P0037823			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$130,118	\$37,730	110.645	\$4,174.64
REVISED VALUE	\$0	\$0	110.645	\$0.00
ABATED VALUE	\$130,118	\$37,730	110.645	\$4,174.64
<p>Provide your reason for the Abatement/Added in the space below:</p> <p>Taxpayer under \$50,000 in value and is considered exempt.</p> 				
ADDED ASSESSMENT FOR TAX YEAR:		<input type="text"/>		
BUSINESS NAME:				
ACCOUNT NUMBER:				
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: JULY 19 2021 (Month Day Year)

Petitioner's Name: MYSTIC MOUNTAIN DISTILLERY
Petitioner's Mailing Address: PO BOX 2254
CASTLE ROCK CO 80104
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
P0037823 12136 GRANT CIRCLE

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

UNDER \$50,000 - TAXPAYER IS NOT REQUIRED TO FILE.

Petitioner's estimate of value: \$ 0.00 (2021)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature (handwritten) Daytime Phone Number (720) 276-6959
Email bmartin@mmdistillery.com

By Agent's Signature\* Daytime Phone Number ( )

Printed Name: Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year
Actual Assessed Tax
Original
Corrected
Abate/Refund
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date



**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: ADAMS

Date Received 8/02/2022  
 (Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: \_\_\_\_\_  
 Month Day Year

Petitioner's Name: ADAMS COUNTY ASSESSOR'S OFFICE ON BEHALF OF THE PROPERTY OWNER

Petitioner's Mailing Address: DEEPER LIFE BIBLE CHURCH INC  
2200 N CHAMBERS ROAD UNIT A,B,C AURORA CO 80011  
 City or Town State Zip Code

**SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY**  
R0085786 - R0085787 - R0085788

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ \_\_\_\_\_ (\_\_\_\_\_)  
 Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

*RMB* Renee Bridges Assessor's Office Daytime Phone Number ( 720 ) 523 - 6747  
 Petitioner's Signature Email \_\_\_\_\_

By \_\_\_\_\_ Daytime Phone Number ( \_\_\_\_\_ )  
 Agent's Signature\* Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II:</b>		<b>Assessor's Recommendation</b>		
		<b>(For Assessor's Use Only)</b>		
		Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	
Original	_____	_____	_____	
Corrected	_____	_____	_____	
Abate/Refund	_____	_____	_____	
<input type="checkbox"/> Assessor recommends approval as outlined above.				
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer. § 39-10-114(1)(a)(I)(D), C.R.S.				
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):				
				_____ Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said \_\_\_\_\_ Name County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0085786**

Parcel No : **01821-32-0-08-002**

Petition Year : **2021**

Petition Filed Date : **August 2, 2022**

Owner Entity : **DEEPER LIFE BIBLE CHURCH INC**

Owner Address : **2200 N CHAMBERS ROAD**

Owner City : **AURORA**

State : **CO**

Property Location : **2200 N CHAMBERS ROAD UNIT A**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L:		L:	\$10,454	\$3,030	A. Ratio	29.00%
		I:		I:	\$169,546	\$49,170	Mill Levy	115.060
TOTALS :			\$0		\$180,000	\$52,200	Original Tax	\$6,006

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PER STATE OF COLORADO DIVISION OF PROPERTY TAXATION - THE PROPERTY TAX ADMINISTRATION HAS DETERMINED THAT THE EXEMPTION SHOULD BE GRANTED EFFECTIVE JULY 2, 2021. FILE NO #01-01875-01

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	406	L:	\$10,454	\$3,030	L:	\$10,454	\$3,030	Tax Refund	\$3,011.12
		I:	\$169,546	\$49,170	I:	\$79,300	\$23,000	Revised Tax	
TOTALS :			\$180,000	\$52,200		\$0	\$26,030		\$2,995.01

RENEE BRIDGES by MP  
Appraiser

August 2, 2022  
Date

15-DPT-EX  
REV. 10/11

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN ST., ROOM 419  
DENVER, CO 80203

060622  
PHONE (303) 864-7780  
TDD (303) 864-7758

### FINAL DETERMINATION

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
DEEPER LIFE BIBLE CHURCH, INC. 2200 N. CHAMBERS ROAD AURORA, CO 80011	App. No. 22-031 File No. 01-01875-01 County: ADAMS Parcel: 182132008002 Examiner: JOHN YOUNG

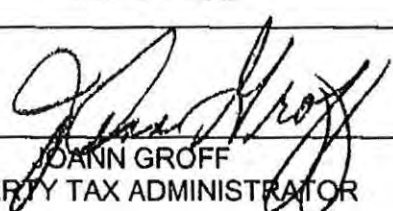
#### FINAL DECISION:

After reviewing your property's eligibility for property tax exemption pursuant to all guiding statutes, court cases, and regulations, the Property Tax Administrator has determined that the exemption should be **granted effective JULY 2, 2021.**

#### LEGAL DESCRIPTION

SUB:CHAMBERS INDUSTRIAL CENTER(WRHSE CONDO) DESC: CONDO UNIT A  
Address: 2200 N. CHAMBERS ROAD, UNIT A,AURORA

DATED JUN 21 2022

  
\_\_\_\_\_  
JOANN GROFF  
PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 8/02/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: Month Day Year

Petitioner's Name: ADAMS COUNTY ASSESSOR'S OFFICE ON BEHALF OF THE PROPERTY OWNER

Petitioner's Mailing Address: DEEPER LIFE BIBLE CHURCH INC
2200 N CHAMBERS ROAD UNIT A,B,C AURORA CO 80011
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S), PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0085786 - R0085787 - R0085788

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Renee Bridges Assessor's Office Daytime Phone Number (720) 523 - 6747
Petitioner's Signature Email

By Agent's Signature\* Daytime Phone Number ( ) Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Table with columns: Actual, Assessed, Tax. Rows: Original, Corrected, Abate/Refund.
Assessor recommends approval as outlined above.
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said \_\_\_\_\_ Name County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0085787**

Parcel No : **01821-32-0-08-003**

Petition Year : **2021**

Petition Filed Date : **August 2, 2022**

Owner Entity : **DEEPER LIFE BIBLE CHURCH INC**

Owner Address : **19429 E QUINCY PLACE**

Owner City : **AURORA**

State : **CO**

Property Location : **2200 N CHAMBERS ROAD UNIT B**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L:		L:	\$10,454	\$3,030	A. Ratio	29.00%
		I:		I:	\$169,546	\$49,170	Mill Levy	115.060
TOTALS :			\$0		\$180,000	\$52,200	Original Tax	\$6,006

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PER STATE OF COLORADO DIVISION OF PROPERTY TAXATION - THE PROPERTY TAX ADMINISTRATION HAS DETERMINED THAT THE EXEMPTION SHOULD BE GRANTED EFFECTIVE JULY 2, 2021. FILE NO #01-01875-02

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL	406	L:	\$10,454	\$3,030	L:	\$10,454	\$3,030	\$3,011.12
		I:	\$169,546	\$49,170	I:	\$79,300	\$23,000	Revised Tax
TOTALS :			\$180,000	\$52,200	\$0	\$26,030		\$2,995.01

RENEE BRIDGES by MP  
Appraiser

August 2, 2022  
Date

15-DPT-EX  
REV. 10/11

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN ST., ROOM 419  
DENVER, CO 80203

060622  
PHONE (303) 864-7780  
TDD (303) 864-7758

### FINAL DETERMINATION

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
DEEPER LIFE BIBLE CHURCH, INC. 2200 N. CHAMBERS ROAD AURORA, CO 80011	App. No. 22-044 File No. 01-01875-02 County: ADAMS Parcel: 182132008003 Examiner: JOHN YOUNG

#### FINAL DECISION:

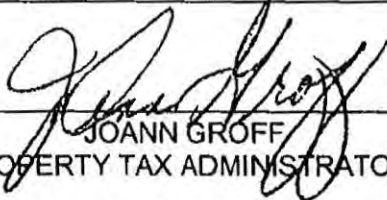
After reviewing your property's eligibility for property tax exemption pursuant to all guiding statutes, court cases, and regulations, the Property Tax Administrator has determined that the exemption should be **granted effective JULY 2, 2021.**

#### LEGAL DESCRIPTION

SUB:CHAMBERS INDUSTRIAL CENTER(WRHSE CONDO) DESC: CONDO UNIT B  
Address: 2200 N. CHAMBERS ROAD, UNIT B, AURORA

DATED \_\_\_\_\_

JUN 21 2022

  
\_\_\_\_\_  
JOANN GROFF  
PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)



**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: ADAMS

Date Received 8/02/2022  
 (Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: \_\_\_\_\_  
 Month Day Year

Petitioner's Name: ADAMS COUNTY ASSESSOR'S OFFICE ON BEHALF OF THE PROPERTY OWNER

Petitioner's Mailing Address: DEEPER LIFE BIBLE CHURCH INC  
2200 N CHAMBERS ROAD UNIT A,B,C AURORA CO 80011  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
R0085786 - R0085787 - R0085788

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ \_\_\_\_\_ (\_\_\_\_\_)  
 Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

*DMB* Renee Bridges Assessor's Office Daytime Phone Number ( 720 ) 523 - 6747  
 Petitioner's Signature Email \_\_\_\_\_

By \_\_\_\_\_ Daytime Phone Number ( \_\_\_\_\_ )  
 Agent's Signature\* Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)		
		Tax Year _____		
		<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____
Corrected	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.				
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.				
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):				
				_____ Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	
Original	_____	_____	_____	_____
Corrected	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month      Day      Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said \_\_\_\_\_ Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	
_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month      Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature      Date

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0085788**

Parcel No : **01821-32-0-08-004**

Petition Year : **2021**

Petition Filed Date : **August 2, 2022**

Owner Entity : **DEEPER LIFE BIBLE CHURCH INC**

Owner Address : **19429 E QUINCY PLACE**

Owner City : **AURORA**

State : **CO**

Property Location : **2200 N CHAMBERS ROAD UNIT C**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L: I:		L: I:	\$10,454 \$169,546	\$3,030 \$49,170	A. Ratio Mill Levy	29.00% 115.060
TOTALS :			\$0		\$180,000	\$52,200	Original Tax	\$6,006

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PER STATE OF COLORADO DIVISION OF PROPERTY TAXATION - THE PROPERTY TAX ADMINISTRATION HAS DETERMINED THAT THE EXEMPTION SHOULD BE GRANTED EFFECTIVE JULY 2, 2021. FILE NO #01-01875-02

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	406	L: I:	\$10,454 \$169,546	\$3,030 \$49,170	L: I:	\$10,454 \$79,300	\$3,030 \$23,000	Tax Refund Revised Tax	\$3,011.12 \$2,995.01
TOTALS :			\$180,000	\$52,200		\$0	\$26,030		\$2,995.01

RENEE BRIDGES by MP  
Appraiser

August 2, 2022  
Date

15-DPT-EX  
REV. 10/11

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN ST., ROOM 419  
DENVER, CO 80203

060622  
PHONE (303) 864-7780  
TDD (303) 864-7758

### FINAL DETERMINATION

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
DEEPER LIFE BIBLE CHURCH, INC. 2200 N. CHAMBERS ROAD AURORA, CO 80011	App. No. 22-045 File No. 01-01875-03 County: ADAMS Parcel: 182132008004 Examiner: JOHN YOUNG

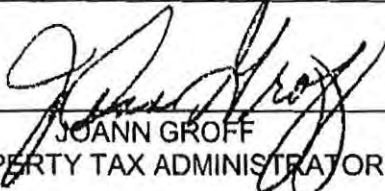
#### FINAL DECISION:

After reviewing your property's eligibility for property tax exemption pursuant to all guiding statutes, court cases, and regulations, the Property Tax Administrator has determined that the exemption should be **granted effective JULY 2, 2021.**

#### LEGAL DESCRIPTION

SUB:CHAMBERS INDUSTRIAL CENTER(WRHSE CONDO) DESC: CONDO UNIT C  
Address: 2200 N. CHAMBERS ROAD, UNIT C, AURORA

DATED                     JUN 21 2022                    

  
\_\_\_\_\_  
JOANN GROFF  
PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)

Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

**STIPULATION (As to Tax Year(s) 2021 Actual Value(s))**

1. The property subject to this Stipulation is:  
Schedule No. (S): R0095266 Parcel NO.(S) 01823-34-4-07-016

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2021 :

Land	\$96,581
Improvements	\$2,797,558
Total	\$2,894,139

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021 :

Land	\$96,581
Improvements	\$2,503,419
Total	\$2,600,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2021.

DATED this:

Petitioner's Representative  
Property Tax Advisors, Inc.  
3090 S. Jamaica Ct.  
Sk. 204  
Avon, CO 80014

Rita  
Anderson

Digitally signed by Rita Anderson  
DN: cn=Rita Anderson, o=Adams  
County Colorado, ou=Assessor's  
Office,  
email=randerson@adcogov.org, c=US  
Date: 2022.07.27 14:31:20 -0600'

Assessor Representative  
Adams County Assessor's Office

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0095266 Parcel No : 01823-34-4-07-016  
 Petition Year : 2021 Date Filed : June 17, 2022

Owner Entity : EATON CO LLC  
 Owner Address : PO BOX 150059  
 Owner City : LAKEWOOD State : CO  
 Property Location : 9870 MONTVIEW BLVD, AURORA

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	118	L:		L:	\$96,581	\$6,910	A. Ratio 7.15%
		I:		I:	\$2,797,558	\$200,030	Mill Levy 115.060
TOTALS :		\$2,750,000	\$196,630	\$2,894,139	\$206,940	Original Tax	\$23,811

**Petitioner's Statement :**

Property sold for \$2.75M on November 23, 2021.

**Assessor's Report**

**Situation :**

Property sale presented by the petitioner is outside of the base period for TY2021.

**Action :**

Reviewed property, property characteristics, and completed a comparable sales analysis.

**Recommendation :**

Upon further review, a reduction in value appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL		L:	\$96,581	\$6,910	L:	\$96,581	\$6,910	Tax Refund <b>\$2,420.87</b> Revised Tax
		I:	\$2,797,558	\$200,030	I:	\$2,503,419	\$178,990	
TOTALS :		\$2,894,139	\$206,940	\$2,600,000	\$185,900		\$21,389.65	

  
Appraiser

July 27, 2022  
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED

County: Adams

Date Received JUN 17 2022  
 (Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

OFFICE OF THE  
 ADAMS COUNTY ASSESSOR

Date: 5/1/22  
 Month Day Year

Petitioner's Name: Eaton CO LLC

Petitioner's Mailing Address: PO Box 150059  
Lakewood CO 80215  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0095266</u>	<u>9870 Montview Blvd</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

The income and market approaches to value support a lower valuation.

Petitioner's estimate of value: \$ 2,750,000 (2021)  
 Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

\_\_\_\_\_  
 Petitioner's Signature Daytime Phone Number ( )  
 Email \_\_\_\_\_  
 By Darius Bozorgpour  
 Agent's Signature\* Daytime Phone Number (303 ) 368.0500  
 Printed Name: Darius Bozorgpour Email propertytax@cotaxes.net  
 Property Tax Advisors, Inc.

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
 (For Assessor's Use Only)

Tax Year \_\_\_\_\_

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
 Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, at which meeting there were present the following members:

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby  
 Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date



## **Salient Facts**

The subject property was purchased for \$2,750,000 on 11/23/2021.



**Location**

Zip	80010
Submarket	North Aurora
Submarket Cluster	South Adams County
Location Type	Suburban
Market	Denver
County	Adams
State	Colorado
CBSA	Denver-Aurora-Lakewood, CO
DMA	Denver, CO-WY-NE
Country	United States

**Traffic**

Collection Street	Cross Street	Traffic Vol	Last Mea...	Distance
Dayton Street	E 19th Ave N	8,145	2020	0.18 mi
Dayton St	E 19th Ave N	5,797	2018	0.18 mi
Montview Blvd	Dallas St E	20,899	2018	0.20 mi
Fulton St	E 23rd Ave N	1,287	2016	0.26 mi
Montview Blvd	Geneva St W	19,132	2018	0.30 mi
East Montview Boul...	Hanover St E	19,151	2020	0.31 mi
Dayton St	E 16th Ave S	6,531	2018	0.31 mi
Fulton St	E 23rd Ave S	1,633	2016	0.36 mi
Havana St	E 19th Ave S	6,456	2018	0.40 mi
Dayton St	E 16th Ave N	6,269	2018	0.42 mi

Made with TrafficMetrix® Products

**Documents**

Last Sale



Deed



Loan

**Public Record**

2020 Assessment

Improvements	\$2,101,500	\$91,369.57/Unit	
Land	\$96,581	\$4,199.17/Unit	
Total Value	\$2,198,081	\$95,568.74/Unit	80% of last sale

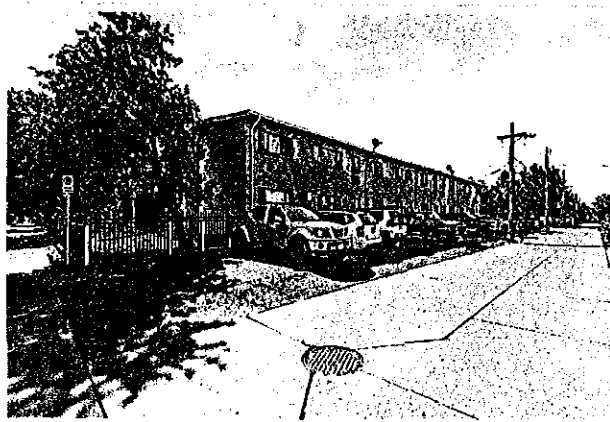
Parcels 1823-34-4-07-016

**Flood Risk**

Flood Risk Area	Moderate to Low Risk Areas
FEMA Flood Zone	B and X Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods.
Floodplain Area	100-year and 500-year
In SFHA	No
FEMA Map Identifier	08005C0176K
FIRM ID	08005C
FIRM Panel Number	0176K
FEMA Map Date	Dec 17, 2010

Property ID: 4690846

Images



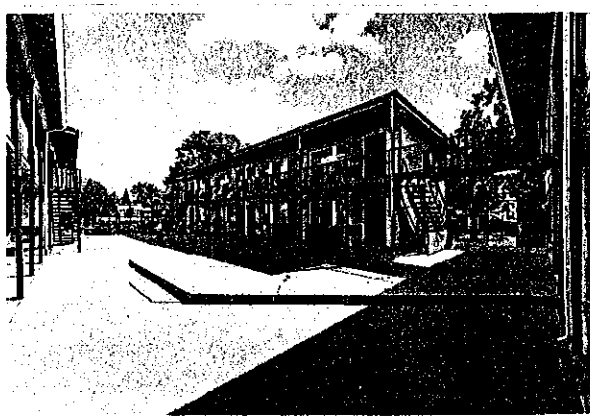
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MuntzStudios-9870MontviewBlvd-35



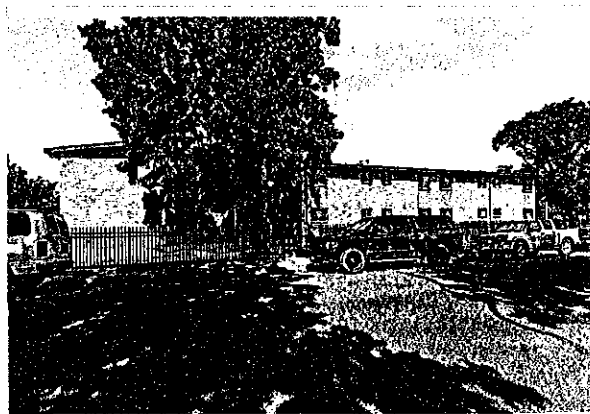
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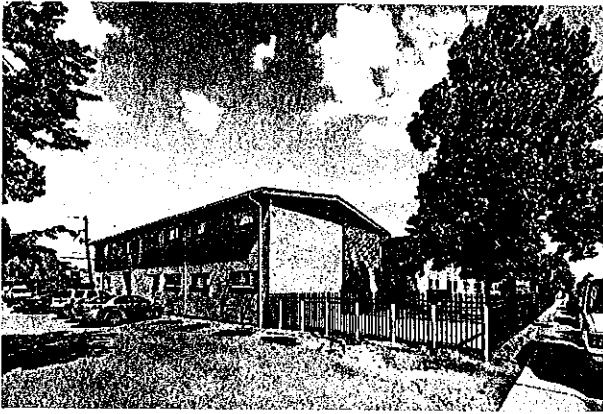
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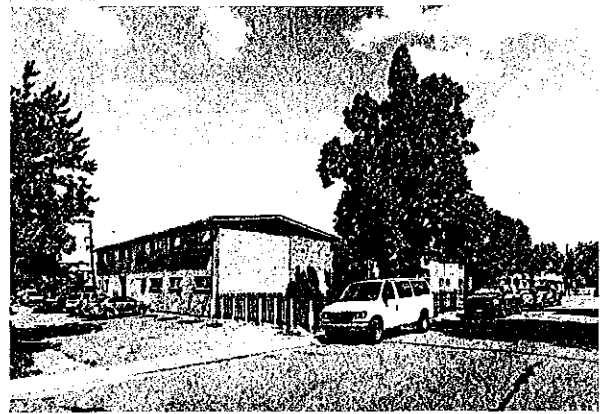
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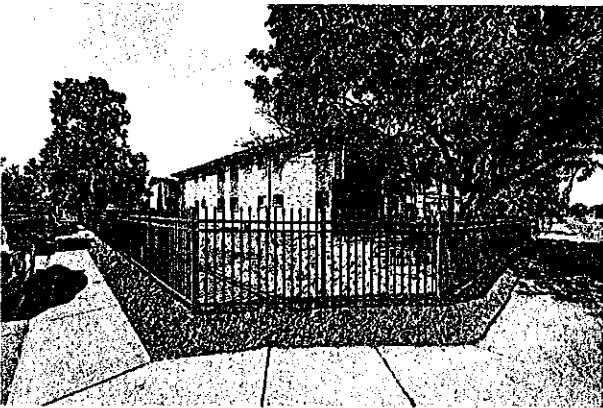
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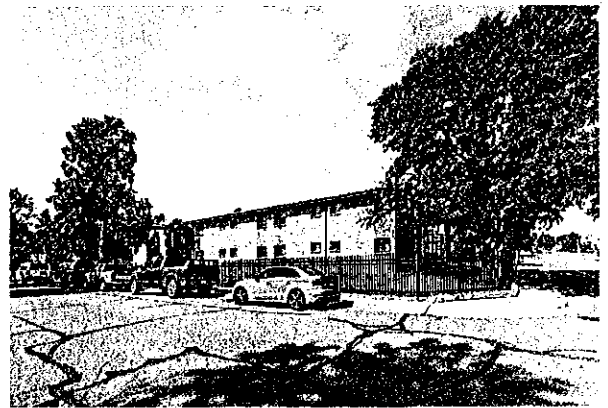
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MuntzStudios-9870MontviewBlvd-11



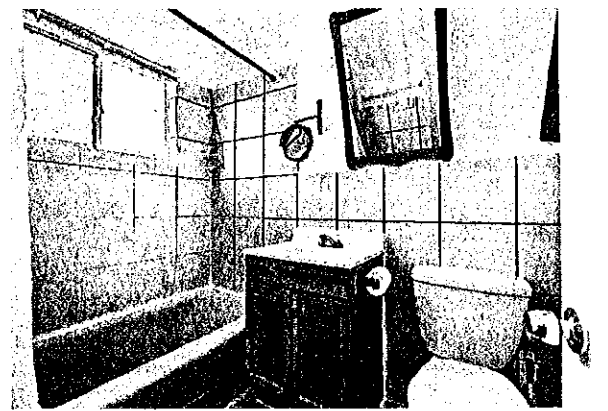
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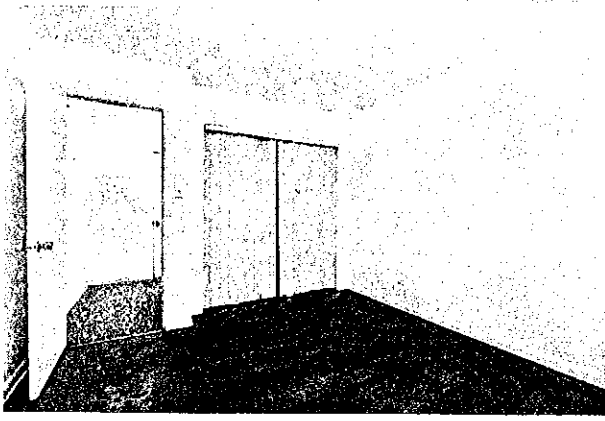
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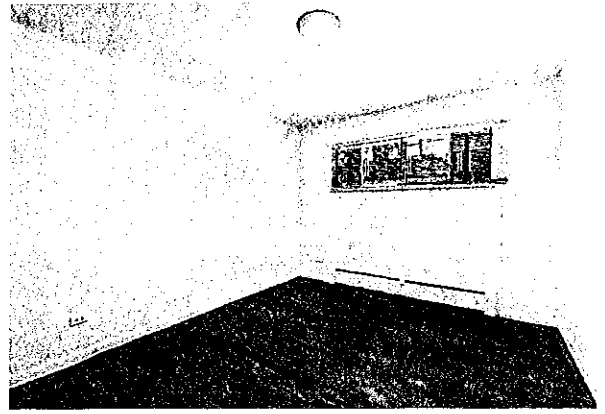
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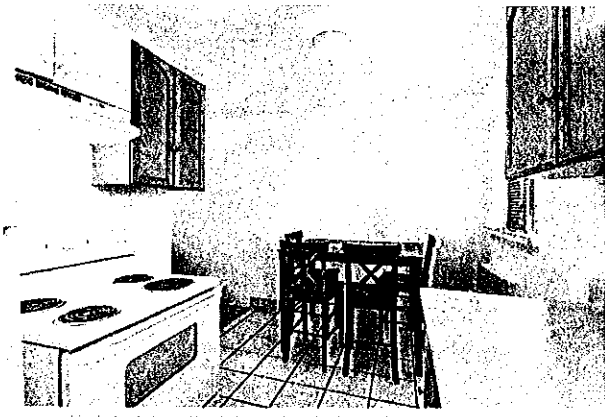
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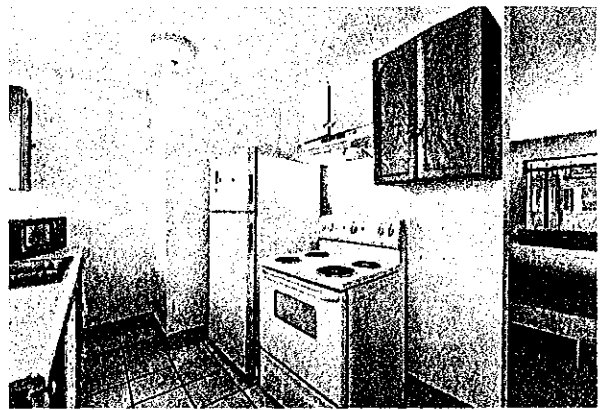
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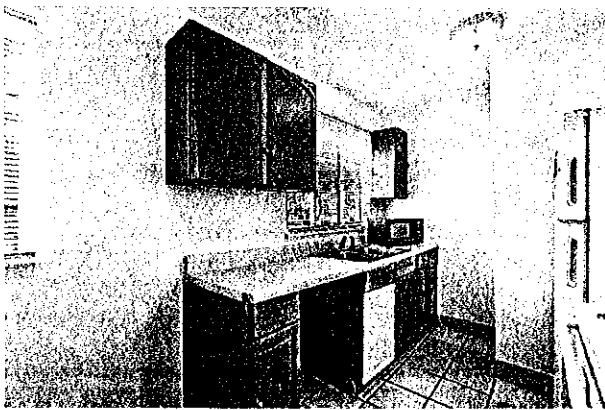
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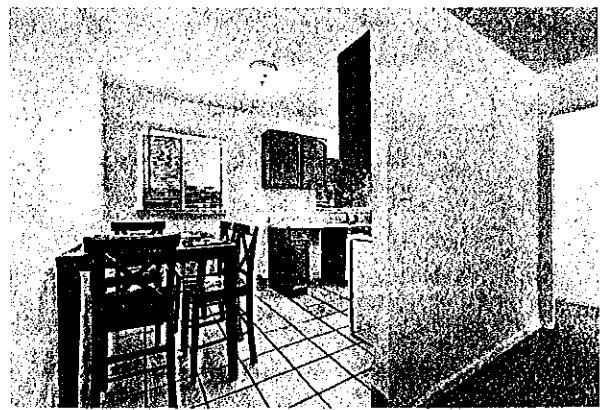
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MuntzStudios-9870MontviewBlvd-30



MuntzStudios-9870MontviewBlvd-29



MuntzStudios-9870MontviewBlvd-28



## Certificate Of Completion

Envelope Id: DD604341874F47B0BF79BEEE2ECA524A  
 Subject: Please DocuSign: 9870 Montview Blvd- Trevor Nace.pdf  
 Source Envelope:  
 Document Pages: 2 Signatures: 2  
 Certificate Pages: 1 Initials: 0  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 Property Tax Advisors Inc  
 3090 SOUTH JAMAICA COURT  
 #204  
 Aurora, CO 80014  
 propertytax@cotaxes.net  
 IP Address: 71.56.213.75

## Record Tracking

Status: Original  
 5/25/2022 12:05:31 PM

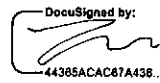
Holder: Property Tax Advisors Inc  
 propertytax@cotaxes.net

Location: DocuSign

## Signer Events

Trevor Nace  
 trevornace@gmail.com  
 Security Level: Email, Account Authentication  
 (None)

## Signature



Signature Adoption: Drawn on Device  
 Signed by link sent to trevornace@gmail.com  
 Using IP Address: 140.248.0.239  
 Signed using mobile

## Timestamp

Sent: 5/25/2022 12:06:38 PM  
 Viewed: 5/25/2022 12:10:13 PM  
 Signed: 5/25/2022 12:12:08 PM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

## Carbon Copy Events

Status

Timestamp

## Witness Events

Signature

Timestamp

## Notary Events

Signature

Timestamp

## Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted  
 Certified Delivered Security Checked  
 Signing Complete Security Checked  
 Completed Security Checked

5/25/2022 12:06:38 PM  
 5/25/2022 12:10:13 PM  
 5/25/2022 12:12:08 PM  
 5/25/2022 12:12:08 PM

## Payment Events

Status

Timestamps



Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

STIPULATION (As to Tax Year(s) 2020 Actual Value(s))

1. The property subject to this Stipulation is:  
Schedule No. (S): See Attached Parcel No.(S) See Attached

2. The subject property is classified as a Vacant Land property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2020 :

Land	\$597,470
Improvement	\$16,955
Total Value	\$614,425

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2020 :

Land	\$597,470
Improvement	\$16,955
Total Value	\$614,425

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2020.

It has been determined that the parcels R0201371, R00202883-R0202890 will be assessed at the residential rate 7.15% for the tax year 2020.

DATED this: June 28, 2022

Mary Anne Kline  
Petitioner's Representative  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Valerie Ferguson  
Assessor Representative  
Adams County Assessor's Office  
Digitally signed by Valerie Ferguson  
DN: cn=Valerie Ferguson, o=Adams  
County Assessor's Office, ou=  
Assessor's Office, email=V.Ferguson@adcogov.org,  
c=US  
Date: 2022.06.28 10:11:11 -0600

ONLY NEED TO FILL OUT GREY AREAS BELOW - ALL OTHERS CALCULATE AUTOMATICALLY

2020 Adams County BOCC Stipulated Values

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

Acct	Parcel #	2020 Value	Improvement Value	Land Value	Stipulated Value
R0202883	172130101001	\$20,960	0	\$20,960	\$20,960
R0202884	172130101001	\$5,454	0	\$5,454	\$5,454
R0202885	172130101002	\$18,235	0	\$18,235	\$18,235
R0202886	172130101002	\$17,896	0	\$17,896	\$17,896
R0202887	172130101003	\$111,356	\$16,955	\$94,401	\$111,356
R0202888	172130101003	\$10,617	0	\$10,617	\$10,617
R0202889	172130101004	\$23,309	0	\$23,309	\$23,309
R0202890	172130101004	\$20,532	0	\$20,532	\$20,532
R0201371	172129200054	\$386,066	0	\$386,066	\$386,066
			\$0		

All of the above will be given the Residential Rate of 7.15%.

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0201371** Parcel No : **0172129200054**  
 Petition Year : **2020** Petition Filed Date : **April 19, 2022**  
 Owner Entity : **Frei Associates LTD II**  
 Owner Address : **5650 E. 88th Avenue**  
 Owner City : **Henderson** State : **CO**  
 Property Location : **8400 Holly St.**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	200	L: \$386,066		L: \$386,066	\$111,959	A. Ratio	29.00%
		I:		I: \$0	\$0	Mill Levy	86.895
TOTALS :		\$386,066		\$386,066	\$111,959	Original Tax	\$9,729

**Petitioner's Statement :**

**Assessor's Report**

**Situation :**

Due to the Assessor's Office giving this parcel the residential rate in 2021, the petitioner filed an abatement to get the residential rate for the 2020 tax year.

**Action :**

**Recommendation :**

Upon further review, the tax rate shall be residential for 2020.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	200	L: \$386,066	\$111,959	L: \$386,066	\$27,604	Tax Refund	\$7,330.03
		I: \$0	\$0	I: \$0	\$0	Revised Tax	
TOTALS :		\$386,066	\$111,959	\$386,066	\$27,604		\$2,398.65

Valerie Ferguson  
Appraiser

August 8, 2022  
Date

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 4 19 2022  
Month Day Year

Petitioner's Name: Frei Associates LTD II

Petitioner's Mailing Address: 5650 E. 88th Ave

Henderson  
City or Town

CO  
State

80640  
Zip Code

SCHEDULE OR PARCEL NUMBER(S)

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

R0201371

(Parcel 1) 8400 Holly St. 29-2-67 part of  
W 2 of the NW 4 of Sec 29

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.) The property was platted and replatted in 2019-2020. All activity on property is in accordance with A-1 zoning, no valuation notice was received to protest the valuation prior to 2020 tax notice due in 2021. The reason taxes on the above property for the property tax yr. 2020, due in 2021 are incorrect is because the property was assessed at the commercial rate of 2.9% not a residential rate of 7.15% as was determined on protest filed for property tax yr. 2021 due in 2022

Petitioner's estimate of value: \$ 386,066. (2020)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Mary Jane Frei G.P.  
Petitioner's Signature

Daytime Phone Number (303) 283-7197 or 303-913-6989 cell

Email maryjane.frei55@gmail.com

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number ( ) \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation		
		(For Assessor's Use Only)		
		Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	
Original	_____	_____	_____	
Corrected	_____	_____	_____	
Abate/Refund	_____	_____	_____	
<input type="checkbox"/> Assessor recommends approval as outlined above.				
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.				
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):				
				Assessor's or Deputy Assessor's Signature _____

**RECEIVED**

APR 21 2022

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

STIPULATION (As to Tax Year(s) 2020 Actual Value(s))

1. The property subject to this Stipulation is:  
Schedule No. (S): See Attached Parcel NO.(S) See Attached

2. The subject property is classified as a Vacant Land property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2020 :

Land	\$597,470
Improvement	\$16,955
Total Value	\$614,425

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2020 :

Land	\$597,470
Improvement	\$16,955
Total Value	\$614,425

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2020.

It has been determined that the parcels R0201371, R00202883-R0202890 will be assessed at the residential rate 7.15% for the tax year 2020.

DATED this: June 28, 2022

*Ken Musso*  
Petitioner's Representative  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Valerie Ferguson  
Assessor Representative  
Adams County Assessor's Office  
Digitally signed by Valerie Ferguson  
DN: cn=Valerie Ferguson, o=Adams  
County Assessor's Office, ou=  
Assessor's Office, email=V.Ferguson@adcogov.org,  
c=US  
Date: 2022.06.28 11:01:12 -0600

ONLY NEED TO FILL OUT GREY AREAS BELOW - ALL OTHERS CALCULATE AUTO

2020 Adams County BOCC Stipulated Values

1  
2  
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10

Acct	Parcel #	2020 Value	Improvement Value	Land Value	Stipulated Value
R0202883	172130101001	\$20,960	0	\$20,960	\$20,960
R0202884	172130101001	\$5,454	0	\$5,454	\$5,454
R0202885	172130101002	\$18,235	0	\$18,235	\$18,235
R0202886	172130101002	\$17,896	0	\$17,896	\$17,896
R0202887	172130101003	\$111,356	\$16,955	\$94,401	\$111,356
R0202888	172130101003	\$10,617	0	\$10,617	\$10,617
R0202889	172130101004	\$23,309	0	\$23,309	\$23,309
R0202890	172130101004	\$20,532	0	\$20,532	\$20,532
R0201371	172129200054	\$386,066	0	\$386,066	\$386,066
			\$0		

All of the above will be given the Residential Rate of 7.15%.

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0202887** Parcel No : **0172130101003**  
 Petition Year : **2020** Petition Filed Date : **April 19, 2022**  
 Owner Entity : **Frei Associates LTD II**  
 Owner Address : **5650 E. 88th Avenue**  
 Owner City : **Henderson** State : **CO**  
 Property Location : **5610 E. 88th Avenue**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	200	L: \$94,401		L: \$94,401	\$27,376	A. Ratio	29.00%
		I: \$16,955		I: \$16,955	\$4,917	Mill Levy	86.895
TOTALS :		\$111,356		\$111,356	\$32,293	Original Tax	\$2,806

**Petitioner's Statement :**

**Assessor's Report**

**Situation :**

Due to the Assessor's Office giving this parcel the residential rate in 2021, the petitioner filed an abatement to get the residential rate for the 2020 tax year.

**Action :**

**Recommendation :**

Upon further review, the tax rate shall be residential for 2020.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L: \$94,401	\$27,376	L: \$94,401	\$6,750	Tax Refund	\$2,114.24
		I: \$16,955	\$4,917	I: \$16,955	\$1,212	Revised Tax	
TOTALS :		\$111,356	\$32,293	\$111,356	\$7,962		\$691.86

Valerie Ferguson  
Appraiser

August 8, 2022  
Date



**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 4 19 2022  
Month Day Year

Petitioner's Name: Frei Associates LTD II

Petitioner's Mailing Address: 5650 E. 88th Ave

Henderson CO 80640  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0202867</u>	<u>5610 E. 88th Ave (Lot 3)</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.) The property was platted and replatted in 2019-2020. All activity on property is in accordance with A-1 zoning. no valuation notice was received to protest the valuation prior to 2020 tax notice due in 2021. The reason taxes on the above property for the property tax yr. 2020, due in 2021 are incorrect is because the property was assessed at the commercial rate of 2.4% not a residential rate of 7.15% as was determined on protest filed for property tax yr. 2021 due in 2022

Petitioner's estimate of value: \$ 111,356.<sup>00</sup> ( 2020 )  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Mary Jane Frei G.P.  
Petitioner's Signature

Daytime Phone Number (303) 287-7197 or 303-913-6989 cell

Email maryjane.frei55@gmail.com

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number ( ) \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)			
	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
_____			
Assessor's or Deputy Assessor's Signature			

**RECEIVED**  
**APR 21 2022**  
**OFFICE OF THE**  
**ADAMS COUNTY ASSESSOR**

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and  
 Name  
 Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said  
 Name  
 County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

ABATEMENT FOR TAX YEAR:		2021
TODAYS DATE		07/01/22
BUSINESS NAME:	COMMUNICATION CONSTRUCTION & ENGINEERING	
ACCOUNT NUMBER:	P0038593	
PARCEL NUMBER:		

	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$407,542	\$118,190	98.659	\$11,660.51
REVISED VALUE	\$89,474	\$25,950	98.659	\$2,560.20
ABATED VALUE	\$318,068	\$92,240	98.659	\$9,100.31

Provide your reason for the Abatement/Added in the space below:

LICENSED VEHICLES REPORTED AND INAPPROPRIATELY ASSESSED.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 7/13/2022  
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 3 28 2022  
Month Day Year

Petitioner's Name: COMMUNICATION CONSTRUCTION + ENGINEERING

Petitioner's Mailing Address: 901 E 73RD AVE  
DENVER CO 80229  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>80038593</u>	<u>901 E 73RD AVE DENVER CO 80229</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

RECEIVED

JUL 01 2022

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's estimate of value: \$ 89474 (2021)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature

Daytime Phone Number (303) 902 0662

Email MATH@COMMUNICATIONCONSTRUCTION.COM

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number ( ) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year \_\_\_\_\_

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(1)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):  
\_\_\_\_\_

Assessor's or Deputy Assessor's Signature \_\_\_\_\_

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Table with columns: Tax Year, Actual, Assessed, Tax. Rows: Original, Corrected, Abate/Refund.

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature \_\_\_\_\_ Date \_\_\_\_\_
Assessor's or Deputy Assessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Table with columns: Year, Assessed Value, Taxes Abate/Refund.

Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$\_\_\_\_\_  Denied for the following reason(s):

Secretary's Signature \_\_\_\_\_ Property Tax Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

ABATEMENT FOR TAX YEAR:		2021
TODAYS DATE		07/21/22
BUSINESS NAME:	Booz Allen Hamilton Inc	
ACCOUNT NUMBER:	P0035893	
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE	\$1,267,812	\$367,670	137.81	\$50,668.60
REVISED VALUE	\$672,984	\$195,170	137.81	\$26,896.38
ABATED VALUE	\$594,828	\$172,500	137.81	\$23,772.23

Provide your reason for the Abatement/Added in the space below:

Deletions failed to be appropriately removed.

*TS*

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

## PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 07/21/2022  
Month Day Year

Petitioner's Name: BOOZ ALLEN HAMILTON INC C/O MARVIN F POER AND CO

Petitioner's Mailing Address: PO BOX 802206  
DALLAS TX 75380-2206  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
P0035893	3855 LEWISTON ST

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

**Deletions failed to be appropriately removed.**

Petitioner's estimate of value: \$ 672,984.00 (2021)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

\_\_\_\_\_  
Petitioner's Signature

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

By *Catherine Fassie*  
Agent's Signature

Daytime Phone Number (972) 770-1178  
Email CatherineFassie@mfpoer.com

Printed Name: Catherine Fassie

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)	
		Tax Year <u>2021</u>	
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	<u>Please see attached Abatement worksheet.</u>		
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.			
Tax year: <u>2021</u> Protest? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
			<u><i>Kru</i></u> <u>7/26/2022</u> Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(17), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

---

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Name

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date



Booz Allen Hamilton Inc.  
8283 Greensboro Drive  
McLean, VA 22102

Tel 1 703 902 5000  
Fax 1 703 902 3611

www.boozallen.com

To Property Tax Commissioner / Tax Assessors/ Assessment Appeal Boards/ Tax Collectors Office:

LIMITED POWER OF ATTORNEY FOR PROPERTY TAX MATTERS

Booz Allen Hamilton Inc and subsidiaries does hereby appoint and authorize Marvin F. Poer and Company, PO Box 802206, Dallas, TX 75380-2206, (972)-770-1178 as Agent to represent our Firm's property in respect to all property tax matters including audits until December 31, 2022.

As our agent, they have the right to file returns, examine any records including confidential documents, and discuss or appeal any tax assessment to the appropriate government authority when, in their opinion, the assessment does not constitute fair market value. They also have the ability to sign settlement documents on our behalf.

In regards to property tax audits, the Marvin F. Poer and Company has our permission to review any audit documents, examine any audit records, and discuss or appeal any tax assessment as a result of an audit to the appropriate government authority when, in their opinion, the audit does not constitute fair market value. They also have the ability to sign audit settlement documents on our behalf.

In addition, they are authorized to change the mailing address so their office will receive any notices, material, etc., including confidential documents pertaining to any property tax matters.

*Laura S. Adams*

Signed: \_\_\_\_\_  
(Owner, Company Officer or Authorized Employee)

Printed Name: Laura S. Adams

Title: VP, Controller and Chief Accounting Officer

Date: 3/31/2021

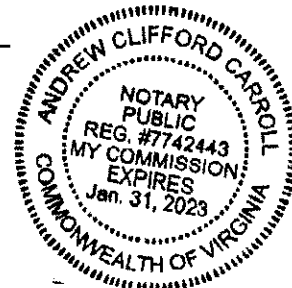
Subscribed and sworn before me this 30<sup>TH</sup> day of MARCH, 2021

*[Signature]*  
\_\_\_\_\_  
(Notary Public)

FAIRFAX, VIRGINIA  
\_\_\_\_\_  
(In and for the County and State Of)

My Commission expires: JANUARY 31, 2023  
(Date)

Stamp:



Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

**STIPULATION (As to Tax Year(s) 2020 Actual Value(s))**

1. The Schedule Number attributed to this this Stipulation is:  
  
Schedule Number: P0037987
2. The subject of this stipulation is classified as Personal Property.
3. The County Assessor originally assigned the following actual value to the Personal Property for tax year(s) 2020 :

Personal Property Value Assigned: \$4,710,860

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the Personal Property for tax year(s) 2020 :

Personal Property Value Stipulated: \$1,704,300

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of the Personal Property for tax year(s) 2020 .

DATED this: July 28, 2022

Ciara Peterson  
Petitioner's Representative  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Assessor-Representative  
Adams County Assessor's Office

ABATEMENT FOR TAX YEAR:		2020		
TODAYS DATE		07/28/22		
BUSINESS NAME:	WELLS FARGO EQUIPMENT FINANCE			
ACCOUNT NUMBER:	P0037987			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$4,710,860	\$1,366,150	100.303	\$137,028.94
REVISED VALUE	\$1,704,300	\$494,250	100.303	\$49,574.76
ABATED VALUE	\$3,006,560	\$871,900	100.303	\$87,454.19
Provide your reason for the Abatement/Added in the space below:				
ASSET LISTED WAS A LICENSED VEHICLE WITH AN SMM TAG				
ADDED ASSESSMENT FOR TAX YEAR: <input type="text"/>				
BUSINESS NAME:				
ACCOUNT NUMBER:				
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

STIPULATION (As to Tax Year(s) 2021 Actual Value(s))

1. The Schedule Number attributed to this this Stipulation is:  
  
Schedule Number: P0037987
2. The subject of this stipulation is classified as Personal Property.
3. The County Assessor originally assigned the following actual value to the Personal Property for tax year(s) 2021 :

Personal Property Value Assigned: \$4,572,876

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the Personal Property for tax year(s) 2021 :

Personal Property Value Stipulated: \$1,654,380

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of the Personal Property for tax year(s) 2021 .

DATED this: July 28, 2022

Ciara Peterson  
Petitioner's Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stanley  
Assessor Representative  
Adams County Assessor's Office

ABATEMENT FOR TAX YEAR:		2021		
TODAYS DATE		07/28/22		
BUSINESS NAME:	WELLS FARGO EQUIPMENT FINANCE			
ACCOUNT NUMBER:	P0037987			
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE	\$4,572,876	\$1,326,130	98.659	\$130,834.66
REVISED VALUE	\$1,654,380	\$479,770	98.659	\$47,333.63
ABATED VALUE	\$2,918,496	\$846,360	98.659	\$83,501.03
Provide your reason for the Abatement/Added in the space below:				
ASSET LISTED WAS A LICENSED VEHICLE WITH AN SMM TAG				
ADDED ASSESSMENT FOR TAX YEAR: <input type="text"/>				
BUSINESS NAME:				
ACCOUNT NUMBER:				
PARCEL NUMBER:				
	ACTUAL	ASSESSED	MILL	TAX
	VALUE	VALUE	LEVY	DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**RECEIVED**

**Section I: Petitioner, please complete Section I only.**

**JUL 28 2022**

Date: 07/28/2022  
Month Day Year

**OFFICE OF THE  
ADAMS COUNTY ASSESSOR**

Petitioner's Name: Wells Fargo Equipment Finance

Petitioner's Mailing Address: PO Box 36200

Billings Montana 59107  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>P0037987</u>	<u>Asset # 2884884 1900 East 66th Avenue</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2020 and 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

We are requesting a refund for the above SMM asset due to reporting it as Personal Property and paying tax on it in error for the 2020 & 2021 tax year.

Petitioner's estimate of value: \$ 494,247 (2020) and \$ 479,770 (2021)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Ciara Peterson Daytime Phone Number (406-) 831-4095  
Petitioner's Signature

By \_\_\_\_\_ E-Mail Address ciara.peterson@wellsfargo.com  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II: Assessor's Recommendation</b> (For Assessor's Use Only)						
	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.						
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.						
Tax year: _____ Protest?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
Tax year: _____ Protest?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):						
						_____ Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date



C03



Address:  
CARLY KOPPE

March 22, 2021

PO BOX 459  
GREELEY CO 80632-0459

Letter: L0056612360



TTC LEASING, LLC  
680 TECHNOLOGY CIR  
WINDSOR CO 80550-3122

170

TAX AND FEE RECEIPT

L0056612360

COLORADO SMM REGISTRATION

CO123

L0056612360

Vehicle Type	Vehicle Id	Plate	Tab	Expire		
SMM	072394	BLQZ35		PERMANENT		
Year	Make	Model	Fuel Type	Body Style		
2019	LBHR	LTM 1400		CR		
Color	Empty Weight	GVW	GVWR	GVW HIGH	Title	Purchase Date
	199000	199000			Not Issued	12/10/2018
Fleet Number	Unit Number	HVUT	Carrier	Miles	SMM Rental Tab	Rental Expire
102413	500-15R		PRIVATE	5000	P475196	PERMANENT
Vehicle Owners	TTC LEASING, LLC					
					Dual Registration Type	
					Dual Id	Dual Expire

Vehicle Id	Transaction Date	Credits
072394	22-Mar-2021	0.00
Registered Owner		
TTC LEASING, LLC		
REGISTRATION FEES		
Bridge Safety Surcharge		32.00
Clerk Hire Fee		4.00
Registration Base Fee SMM		710.00
Road Safety Surcharge		39.00
SMM Rental Fee (Decal)		5.00

Weld County - Greeley

22-Mar-2021



THIEVES HAVE BEEN KNOWN TO USE THE ADDRESS FROM A REGISTRATION CARD TO STEAL FROM THE VEHICLE'S OWNER. FOR ADDED SECURITY, YOU ARE ENCOURAGED TO KEEP ONLY THIS REGISTRATION CARD IN YOUR VEHICLE. IT DOES NOT CONTAIN YOUR ADDRESS.

COLORADO SMM REGISTRATION

CO123

L0056612360

Vehicle Type	Vehicle Id	Plate	Tab	Expire		
SMM	072394	BLQZ35		PERMANENT		
Year	Make	Model	Fuel Type	Body Style		
2019	LBHR	LTM 1400		CR		
Color	Empty Weight	GVW	GVWR	GVW HIGH	Title	Purchase Date
	199000	199000			Not Issued	12/10/2018
Fleet Number	Unit Number	HVUT	Carrier	Miles	SMM Rental Tab	Rental Expire
102413	500-15R		PRIVATE	5000	P475196	PERMANENT
TTC LEASING, LLC	680 TECHNOLOGY CIR WINDSOR CO 80550-3122					
					Dual Registration Type	
					Dual Id	Dual Expire

Total Fees

790.00

Weld County - Greeley

22-Mar-2021



FEES CONTINUE ON BACK



PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 8/02/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 8/2/2022
Month Day Year

Petitioner's Name: ADAMS COUNTY ASSESSOR'S OFFICE ON BEHALF OF THE PROPERTY OWNER

Petitioner's Mailing Address: COLUMBIAN HOME OF BRIGHTON
1096 E BRIDGE ST BRIGHTON CO 80601-2231
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S), PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0003437

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 0 (2020)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Jacqui Headley Assessor's Office
Petitioner's Signature
By Agent's Signature\*

Daytime Phone Number (720) 523 - 6743
Email jheadley@adco.gov.org
Daytime Phone Number ( )
Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year 2020
Actual Assessed Tax
Original
Corrected
Abate/Refund Please see attached Assessor's recommendation worksheet
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: 2020 Protest? [X] No [ ] Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Signature: [Signature] 8/2/2022
Assessor's or Deputy Assessor's Signature



15-DPT-EX  
REV.12/13

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN RM 419  
DENVER, CO 80203

122021  
PHONE (303) 864-7780  
TTY (303) 864-7758

### NOTICE OF FORFEITURE RESCINDED

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
COLUMBIAN HOME OF BRIGHTON 1096 E BRIDGE ST BRIGHTON CO 80601	File No. 01-01003-01 County: ADAMS Parcel: 156907101016

#### FINAL DECISION:

The Division of Property Taxation issued a notice that exemption of the property had been forfeited. It has been determined that the described property is entitled to exemption and the Notice of Forfeiture is hereby rescinded. Exemption of the described property is hereby continued, effective JANUARY 1, 2020.

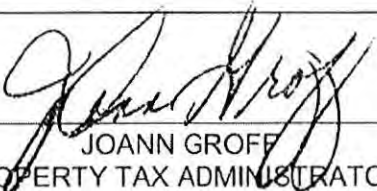
#### LEGAL DESCRIPTION

LOTS 41 & 42 BLK 55 PRENDERGASTS, GARDENS BRIGHTON  
Address: 1096 E BRIDGE ST, BRIGHTON

#### COMMENTS

THE TAX EXEMPTION FOR THIS PROPERTY HAD PREVIOUSLY FORFEITED. ON OCTOBER 15, 2021, THE COLORADO STATE BOARD OF EQUALIZATION APPROVED THE ORGANIZATION'S PETITION TO FILE ITS DELINQUENT ANNUAL REPORT(S) FOR EXEMPT PROPERTY. EXEMPTION IS HEREBY RESTORED FOR TAX YEAR(S) 2020, 2021.

DE 1 20 2021  
DATED: \_\_\_\_\_

  
\_\_\_\_\_  
JOANN GROFF  
PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0003437**

Parcel No : **01719-21-2-00-007**

Petition Year : **2020**

Petition Filed Date : **August 2, 2022**

Owner Entity : **COLUMBIAN HOME OF BRIGHTON**

Owner Address : **1096 E BTIDGE STREET**

Owner City : **BRIGHTON**

State : **CO**

Property Location : **1096 E BRIDGE ST**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L:		L:	\$72,000	\$20,880	A. Ratio	29.00%
		I:		I:	\$305,097	\$88,480	Mill Levy	98.757
TOTALS :			\$0		\$377,097	\$109,360	Original Tax	\$10,800

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PER STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS - THE DIVISION OF PROPERTY TAXATION ISSUED A NOTICE THAT THE EXEMPTION OF THE PROPERTY HAD BEEN FORFEITED. IT HAS BEEN DETERMINED THAT THE DESCRIBED PROPERTY IS ENTITLED TO EXEMPTION AND THE NOTICE OF FORFEITURE IS HEREBY RESCINDED. EXEMPTION OF THE DESCRIBED PROPERTY IS HEREBY CONTINUED EFFECTIVE JANUARY 1, 2020.

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	406	L:	\$72,000	\$20,880	L:	\$0	\$0	Tax Refund	\$10,800.07
		I:	\$305,097	\$88,480	I:	\$0	\$0	Revised Tax	
TOTALS :			\$377,097	\$109,360		\$0	\$0		\$0.00

JACKIE HEADLEY by MP  
Appraiser

August 2, 2022  
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: ADAMS

Date Received 8/02/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 8/02/2022
Month Day Year

Petitioner's Name: ADAMS COUNTY ASSESSOR'S OFFICE ON BEHALF OF THE PROPERTY OWNER

Petitioner's Mailing Address: COLUMBIAN HOME OF BRIGHTON
1096 E BRIDGE ST BRIGHTON CO 80601-2231
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S), PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0003437

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 0 (2021)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Assessor's Office
Petitioner's Signature
By
Agent's Signature\*

Daytime Phone Number (720) 523 - 6743
Email jheadley@adco.gov.org
Daytime Phone Number ( )
Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year 2021
Actual Assessed Tax
Original
Corrected
Abate/Refund Please see attached Assessor's recommendation worksheet
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: 2021 Protest? [X] No [ ] Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Signature: [Signature] 8/2/2022
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____	
	<u>Actual</u>	<u>Assessed</u>
Original	_____	_____
Corrected	_____	_____
Abate/Refund	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month    Day    Year

\_\_\_\_\_  
\_\_\_\_\_

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_ County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month    Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0003437**

Parcel No : **01719-21-2-00-007**

Petition Year : **2021**

Petition Filed Date : **August 2, 2022**

Owner Entity : **COLUMBIAN HOME OF BRIGHTON**

Owner Address : **1096 E BTIDGE STREET**

Owner City : **BRIGHTON**

State : **CO**

Property Location : **1096 E BRIDGE ST**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L: I:		L: I:	\$72,000 \$305,097	\$20,880 \$88,480	A. Ratio Mill Levy	29.00% 100.069
TOTALS :			\$0		\$377,097	\$109,360	Original Tax	\$10,944

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PER STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS - THE DIVISION OF PROPERTY TAXATION ISSUED A NOTICE THAT THE EXEMPTION OF THE PROPERTY HAD BEEN FORFEITED. IT HAS BEEN DETERMINED THAT THE DESCRIBED PROPERTY IS ENTITLED TO EXEMPTION AND THE NOTICE OF FORFEITURE IS HEREBY RESCINDED. EXEMPTION OF THE DESCRIBED PROPERTY IS HEREBY CONTINUED EFFECTIVE JANUARY 1, 2020.

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT				
		Actual Value	Assessed Value	Actual Value	Assessed Value					
REAL	406	L: I:	\$72,000 \$305,097	L: I:	\$20,880 \$88,480	L: I:	\$0 \$0	\$0 \$0	Tax Refund Revised Tax	\$10,943.55 \$0.00
TOTALS :			\$377,097		\$109,360		\$0	\$0		\$0.00

JACKIE HEADLEY by MP  
Appraiser

August 2, 2022  
Date

15-DPT-EX  
REV.12/13

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN RM 419  
DENVER, CO 80203

122021  
PHONE (303) 864-7780  
TTY (303) 864-7758

### NOTICE OF FORFEITURE RESCINDED

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
COLUMBIAN HOME OF BRIGHTON 1096 E BRIDGE ST BRIGHTON CO 80601	File No. 01-01003-01 County: ADAMS Parcel: 156907101016

**FINAL DECISION:**  
The Division of Property Taxation issued a notice that exemption of the property had been forfeited. It has been determined that the described property is entitled to exemption and the Notice of Forfeiture is hereby rescinded. Exemption of the described property is hereby continued, effective JANUARY 1, 2020.

**LEGAL DESCRIPTION**  
LOTS 41 & 42 BLK 55 PRENDERGASTS, GARDENS BRIGHTON  
Address: 1096 E BRIDGE ST, BRIGHTON

**COMMENTS**  
THE TAX EXEMPTION FOR THIS PROPERTY HAD PREVIOUSLY FORFEITED. ON OCTOBER 15, 2021, THE COLORADO STATE BOARD OF EQUALIZATION APPROVED THE ORGANIZATION'S PETITION TO FILE ITS DELINQUENT ANNUAL REPORT(S) FOR EXEMPT PROPERTY. EXEMPTION IS HEREBY RESTORED FOR TAX YEAR(S) 2020, 2021.

01/20/22  
DATED: \_\_\_\_\_  
  
\_\_\_\_\_  
JOANN GROFF  
PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)



PETITION FOR ABATEMENT OR REFUND OF TAXES

JUL 13 2022

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 07/13/2022  
Month Day Year

Petitioner's Name: Rise Colorado  
Petitioner's Mailing Address: 11001 W 120th Ave Ste 400  
Broomfield CO 80021-3493  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0095601</u>	<u>1595 Elmira St, Aurora, CO</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2020 and 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Property changed from Taxable to Exempt per the State as of 01/01/2020.

Petitioner's estimate of value: \$ Exempt (2020) and \$ Exempt (2021)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Jacquelyn Headley (Assessors Office) Daytime Phone Number (720) 523-6743  
Petitioner's Signature Email jheadley@adco.gov.org

By \_\_\_\_\_ Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Agent's Signature\*  
Printed Name: \_\_\_\_\_ Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year <u>2020</u>			Tax Year <u>2021</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____

Abate/Refund Please see attached Assessor Worksheet

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2020 Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Tax year: 2021 Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Kru 7/13/2022  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition. § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and  
Name  
Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0095601**

Parcel No : **01823-34-4-24-023**

Petition Year : **2020**

Petition Filed Date : **July 13, 2022**

Owner Entity : **RISE COLORADO**

Owner Address : **11001 W 120TH AVW STE 400**

Owner City : **BROOMFIELD**

State : **CO**

Property Location : **1595 ELMIRA ST**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L:		L:	\$30,566	\$8,860	A. Ratio	29.00%
		I:		I:	\$286,234	\$83,010	Mill Levy	117.794
TOTALS :			\$0		\$316,800	\$91,870	Original Tax	\$10,822

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PER STATE FINAL DETERMINATION DATED 4/29/2022 THE EXEMPTION WAS GRANTED EFFECTIVE JANUARY 1, 2020.

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	406	L:	\$30,566	\$8,860	L:	\$0	\$0	Tax Refund	\$10,821.73
		I:	\$286,234	\$83,010	I:	\$0	\$0	Revised Tax	
TOTALS :			\$316,800	\$91,870		\$0	\$0		\$0.00

Jackie Headley by MP  
Appraiser

July 13, 2022  
Date

15-DPT-EX  
REV. 10/11

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN ST., ROOM 419  
DENVER, CO 80203

04262022  
PHONE (303) 864-7780  
TDD (303) 864-7758

### FINAL DETERMINATION

OWNER NAME AND ADDRESS	REFERENCE INFORMATION
RISE COLORADO 1595 ELMIRA ST. AURORA, CO 80010	App. No. 21-227 File No. 01-01870-01 County: ADAMS Parcel: 182334424023 Examiner: LEILANI M. HOWARD

#### FINAL DECISION:

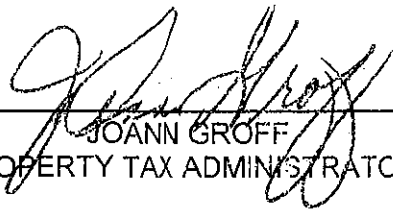
After reviewing your property's eligibility for property tax exemption pursuant to all guiding statutes, court cases, and regulations, the Property Tax Administrator has determined that the exemption should be **granted effective JANUARY 1, 2020.**

#### LEGAL DESCRIPTION

SUB:AURORA SUBD BLK:23 LOT:45 LOT:46 DESC: EXC REAR 8 FT  
Address: 1595 ELMIRA ST, AURORA

DATED \_\_\_\_\_

APR 29 2022

  
\_\_\_\_\_  
JOANN GROFF  
PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)

PETITION FOR ABATEMENT OR REFUND OF TAXES

JUL 13 2022

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Section I: Petitioner, please complete Section I only.

Date: 07/13/2022  
Month Day Year

Petitioner's Name: Rise Colorado  
Petitioner's Mailing Address: 11001 W 120th Ave Ste 400  
Broomfield CO 80021-3493  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0095601</u>	<u>1595 Elmira St, Aurora, CO</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2020 and 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Property changed from Taxable to Exempt per the State as of 01/01/2020.

Petitioner's estimate of value: \$ Exempt (2020) and \$ Exempt (2021)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Jacquelyn Headley (Assessors Office) Daytime Phone Number (720) 523-6743  
Petitioner's Signature Email jheadley@adco.gov.org

By \_\_\_\_\_ Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Agent's Signature\*  
Printed Name: \_\_\_\_\_ Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.  
If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year <u>2020</u>			Tax Year <u>2021</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____

Abate/Refund Please see attached Assessor Worksheet

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2020 Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Tax year: 2021 Protest?  No  Yes (if a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Kru 7/13/2022  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

\_\_\_\_\_  
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and  
Name

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said  
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0095601**

Parcel No : **01823-34-4-24-023**

Petition Year : **2021**

Petition Filed Date : **July 13, 2022**

Owner Entity : **RISE COLORADO**

Owner Address : **11001 W 120TH AVW STE 400**

Owner City : **BROOMFIELD**

State : **CO**

Property Location : **1595 ELMIRA ST**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L:		L:	\$33,345	\$9,670	A. Ratio	29.00%
		I:		I:	\$422,280	\$122,460	Mill Levy	115.060
TOTALS :			\$0		\$455,625	\$132,130	Original Tax	\$15,203

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PER STATE FINAL DETERMINATION DATED 4/29/2022 THE EXEMPTION WAS GRANTED EFFECTIVE JANUARY 1, 2020.

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT			
		Actual Value	Assessed Value	Actual Value	Assessed Value				
REAL	406	L:	\$33,345	\$9,670	L:	\$0	\$0	Tax Refund	\$15,202.88
		I:	\$422,280	\$122,460	I:	\$0	\$0	Revised Tax	
TOTALS :			\$455,625	\$132,130		\$0	\$0		\$0.00

Jackie Headley by MP  
Appraiser

July 13, 2022  
Date

15-DPT-EX  
REV. 10/11

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN ST., ROOM 419  
DENVER, CO 80203

04262022  
PHONE (303) 864-7780  
TDD (303) 864-7758

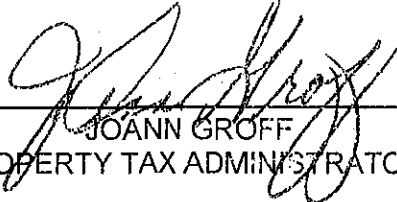
### FINAL DETERMINATION

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
RISE COLORADO 1595 ELMIRA ST. AURORA, CO 80010	App. No. 21-227 File No. 01-01870-01 County: ADAMS Parcel: 182334424023 Examiner: LEILANI M. HOWARD

**FINAL DECISION:**  
After reviewing your property's eligibility for property tax exemption pursuant to all guiding statutes, court cases, and regulations, the Property Tax Administrator has determined that the exemption should be **granted effective JANUARY 1, 2020.**

**LEGAL DESCRIPTION**  
SUB:AURORA SUBD BLK:23 LOT:45 LOT:46 DESC: EXC REAR 8 FT  
Address: 1595 ELMIRA ST, AURORA

DATED APR 29 2022

  
\_\_\_\_\_  
JOANN GROFF  
PROPERTY TAX ADMINISTRATOR

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)



**Ken Musso**  
Assessor



**Assessor's Office**  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

**STIPULATION (As to Tax Year(s) 2021 Actual Value(s))**

1. The property subject to this Stipulation is:  
Schedule No. (S): R0177691 Parcel N0.(S) 01719-08-2-03-002

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2021:

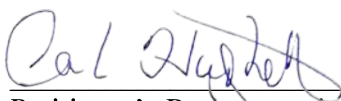
Land	\$2,536,586
Improvements	\$42,762,944
Total	\$45,299,530

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021:

Land	\$2,536,586
Improvements	\$35,463,414
Total	\$38,000,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2021.

DATED this: July 18, 2022

  
\_\_\_\_\_  
Petitioner's Representative  
Paradigm Tax Group  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Rita Anderson**  
\_\_\_\_\_  
Assessor Representative  
Adams County Assessor's Office

Digitally signed by Rita Anderson  
DN: cn=Rita Anderson, o=Adams  
County Colorado, ou=Assessor's  
Office,  
email=randerson@adcogov.org, c=US  
Date: 2022.07.18 11:07:58 -0600

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/11/2022  
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: April 2022  
Month Day Year

Petitioner's Name: KEYSTONE WESTMINSTER LLC 79.6% INT ANDKEYSTONE FEDERAL LLC 20.4% INT

Petitioner's Mailing Address: 3965 Airport Dr  
Indianapolis, IN, 46524  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0171908203002 / R0177691</u>	<u>11150 IRVING DR</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ \$29,400,000 (2021)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

\_\_\_\_\_  
Petitioner's Signature Daytime Phone Number ( )  
Cal Chughet  
Agent's Signature\* Daytime Phone Number ( 720 ) 930-4846  
Email chughet@paradigmtax.com

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year 2021

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	<u>Please see attached Assessor worksheet</u>		

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2021 Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Kru 7/18/2022  
Assessor's or Deputy Assessor's Signature



**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0177691 Parcel No : 01719-08-2-03-002  
 Petition Year : 2021 Date Filed : April 11, 2022  
 Owner Entity : KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT  
 Owner Address : 3965 AIRPORT DRIVE  
 Owner City : INDIANAPOLIS State : IN 46254

Property Location : 11150 & 11180 IRVING DRIVE, WESTMINSTER, CO

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	330&312	L:		L:	\$2,536,586	\$181,370	A. Ratio 7.15%
		I:		I:	\$42,762,944	\$3,057,550	Mill Levy 105.519
TOTALS :		\$29,400,000	\$2,102,100	\$45,299,530	\$3,238,920	Original Tax \$341,768	

**Petitioner's Statement :**

Equalization analysis with Bonaventure Senior Living - TY 2020 BAA case.

**Assessor's Report**

**Situation :**

Property was build in 2009. It includes 83 units of independent living and 77 units of assisted living. There are no sales or transfers on record.

**Action :**

Inspected property, verified inventory, reviewed rents and comparable sales.

**Recommendation :**

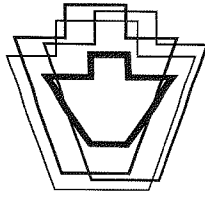
Upon further review, a reduction in value appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL	330&312	L:	\$2,536,586	\$181,370	L:	\$2,536,586	\$181,370	\$55,072.48
		I:	\$42,762,944	\$3,057,550	I:	\$35,463,414	\$2,535,630	Revised Tax
TOTALS :		\$45,299,530	\$3,238,920	\$38,000,000	\$2,717,000	\$286,695.12		

  
Appraiser

July 18, 2022  
Date



# Keystone Senior Management Services, Inc.

## LETTER OF AUTHORIZATION

TO: Adams County Assessors and others to whom it may concern

RE: Parcel # 0171908203002 / R0177691, 11150 IRVING DR

This letter will introduce the firm of **Paradigm Tax Group**, which is authorized to represent **KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT** concerning Ad Valorem Taxes on real and personal property for 2021-22 and prior years. This authorization letter will supersede any previous letters of authorization on file.

**Paradigm Tax Group** is authorized to file personal and real estate returns, to review and receive copies of any prior years' tax returns, to investigate appraisals and assessments, to submit income and expense information, to appeal property values and taxes, to receive tax bills, to make any necessary corrections to the taxing authority's records, to appear before administrative boards or agencies and where authorized, to appear before courts of competent jurisdiction and to prepare to take such actions in our offices as necessary to effectuate same. **Paradigm Tax Group** is authorized to act as agent, and/or attorney in fact, with those aforementioned rights on this property owned or controlled by the undersigned entity.

A photographic or facsimile copy of this authorization and my signature may be deemed to be the equivalent of the original or may be used as a duplicate original.

The rights, powers, and authorization of **Paradigm Tax Group** herein granted shall commence upon the execution of this letter of authorization.

ACCEPTED:

**KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Mark Paul

Title: \_\_\_\_\_

CFO

Date: \_\_\_\_\_

4/6/2022

State of \_\_\_\_\_

Indiana

County of \_\_\_\_\_

Hendricks

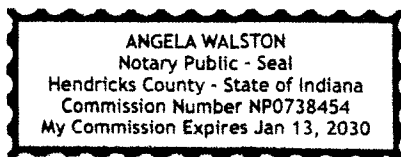
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Notary Public

6 April, 2022  
Angela Walston

My commission expires: \_\_\_\_\_

Jan 13, 2030





6465 S Greenwood Plaza Blvd  
 Suite 625  
 Greenwood Village, CO 80111

720.930.4846 Phone  
 www.paradigmtax.com

April, 2022

Mr. Ken Musso  
 Adams County Assessor  
 4430 S. Adams County Pkwy, Suite C2100  
 Brighton, CO 80601

RE: 0171908203002 / R0177691 - 11150 IRVING DR

To Whom It May Concern:

Attached is the Assessor Notice of Value for the above referenced schedule number. Subject property is valued at \$45,299,530 for 2021. This letter hereby protests the 2021 value. Attached is an agent authorization.

This property is a senior living community located at 11150 Irving Dr. It has 168 units for a PPUnt of \$269,640 and was built in 2009.

This property was abated and reduced to the current value in 2019. The value has not changed since then.

There was a BAA hearing for a similar property, Bonaventure Senior Living located at 12281 Washington Center Pkwy for tax year 2020. The decision was to reduce that property value was reduced to \$175,000/unit or \$27,300,000. The 2021 value is unchanged at that value. This property's YOC is 2018. That decision is attached.

An equalization analysis is below:

SUBJECT	VALUE	SF	YOC	PRICE/SF	Land		L:B	# of Units	PPUnit
					Acreage	Land SF			
11150 IRVING DR	\$45,299,530	179,092	2009	\$252.94	7.28	317,073	1.77	168	\$269,640
R0177691									
Multiple - Elderly Assisted Living									
<b>COMPARABLE</b>									
12281 WASHINGTON CENTER PKWY	\$27,300,000	167,284	2018	\$163.20	7.25	315,888	1.89	156	\$175,000
R0190480									
Multiple - Elderly Assisted Living									
<b>EQUALIZATION</b>									
11150 IRVING DR	\$29,400,000							168	\$175,000
R0177691									
Multiple - Elderly Assisted Living									

**We respectfully request the subject property be lowered to \$29,400,000.**

Thank you in advance for your help and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Carol Hughett". The signature is written in black ink and is positioned above the printed name.

Carol Hughett  
Sr Managing Consultant  
chughett@paradigmatx.com

# Adams County Residential Property Profile

Parcel Number: 0171908203002

<u>Owners Name and Address:</u>	<u>Property Address:</u>
KEYSTONE WESTMINSTER LLC 79.6% INT AND KEYSTONE FEDERAL LLC 20.4% INT  3965 AIRPORT DRIVE INDIANAPOLIS IN 46254	11150 IRVING DR WESTMINSTER CO

## Account Summary

### Legal Description

LEGACY RIDGE FILING NO 17 LOT 1

### Subdivision Plat

LEGACY RIDGE

### Account Summary

Account Numbers	Date Added	Tax District	Mill Levy
R0177691	08/21/2008	<u>158</u>	105.519

## Permits

### Permit Cases

N/A

## Sales Summary

NO SALES RECORDS FOUND

Click [here](#) to go to Clerk / Recorder search page

## Valuation Summary



### Land Valuation Summary

Account Number	Land Type	Unit of Measure	Number of Units	Fire District	School District	Vacant/Improved	Actual Value	Assessed Value
R0177691	Residential	Acres	7.2790		School District 12	I	\$2,536,586.00	\$181,370.00
<b>Land Subtotal:</b>							<b>\$2,536,586.00</b>	<b>\$181,370.00</b>

### Improvements Valuation Summary

Account Number	Actual Value	Assessed Value
R0177691	\$42,762,944.00	\$3,057,550.00
<b>Improvements Subtotal:</b>	<b>\$42,762,944.00</b>	<b>\$3,057,550.00</b>

<b>Total Property Value</b>	<b>\$45,299,530.00</b>	<b>\$3,238,920.00</b>
-----------------------------	------------------------	-----------------------

### Building Summary

**Building Number:** 1.00

#### Individual Built As Detail

<b>Built As:</b>	Multiple - Elderly Assisted Living
<b>Year Built:</b>	2009
<b>Building Type:</b>	Multiple Unit
<b>Construction Type:</b>	Frame Aluminum
<b>Built As SQ Ft:</b>	103749
<b>Number of Rooms:</b>	332
<b>Number of Baths:</b>	83.00
<b>Number of Bedrooms:</b>	83
<b>Attached Garage SQ Ft:</b>	
<b>Detached Garage Square Ft:</b>	
<b>Basement SQ Ft:</b>	
<b>Finished Basement SQ Ft:</b>	

**Building Number:** 2.00

**Individual Built As Detail**

<b>Built As:</b>	Multiple - Elderly Assisted Living
<b>Year Built:</b>	2009
<b>Building Type:</b>	Multiple Unit
<b>Construction Type:</b>	Frame Aluminum
<b>Built As SQ Ft:</b>	75343
<b>Number of Rooms:</b>	308
<b>Number of Baths:</b>	77.00
<b>Number of Bedrooms:</b>	77
<b>Attached Garage SQ Ft:</b>	
<b>Detached Garage Square Ft:</b>	
<b>Basement SQ Ft:</b>	
<b>Finished Basement SQ Ft:</b>	

**Tax Summary**

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Click [here](#) to go to Treasurer's search page

**Enterprise Zone Summary**

---

**Property within Enterprise Zone**

False

**Precincts and Legislative Representatives Summary**

---

**Precinct**

055

**Commissioner Representative**

<b>BOARD OF ASSESSMENT APPEALS, STATE OF COLORADO</b> 1313 Sherman Street, Room 315 Denver, Colorado 80203	<b>Docket No.:</b> <b>2020BAA182</b>
Petitioner:  <b>MWSH THORNTON LLC,</b>  v.  Respondent:  <b>ADAMS COUNTY BOARD OF EQUALIZATION.</b>	
<b>FINAL AGENCY ORDER</b>	

**THIS MATTER** was heard by the Board of Assessment Appeals (“Board”) on August 4, 2021, Sondra Mercier and John DeRungs presiding. Attorney H. Michael Miller of Spencer Fane LLP appeared on behalf of the Petitioner. The Respondent was represented by Meredith Van Horn, Esq. Petitioner protests the actual value of the subject property for tax year 2020.

**EXHIBITS**

The Board admitted into evidence Petitioner’s Exhibit 1 and Respondent’s Exhibit A, C, D and E. The Board also accepted the Stipulation of Facts filed by the parties August 3, 2021.

**DESCRIPTION OF THE SUBJECT PROPERTY**

12281 Washington Center Parkway, Thornton, CO 80022  
Schedule No. R0190480

The subject property is a brand new Independent Living, Assisted Living and Memory Care facility with 156 units. It has 167,284 square feet in a two-to four story building on 7.25 acres.

The subject property’s actual value, as assigned by the County Board of Equalization (“CBOE”) below and as requested by Petitioner, are:

Appealed CBOE Value:	\$40,612,865
Petitioner’s Requested Value:	\$27,300,000
Respondent’s Requested Value:	\$40,612,865
BAA’s Concluded Value:	\$27,300,000

## **BURDEN OF PROOF AND STANDARD OF REVIEW**

In a proceeding before this Board, the taxpayer has the burden of proof to establish, by a preponderance of the evidence, that the assessor's valuation is incorrect. *Bd. of Assessment Appeals v. Sampson*, 105 P.3d 198, 204 (Colo. 2005). Proof by a preponderance of the evidence means that the evidence of a circumstance or occurrence preponderates over, or outweighs, the evidence to the contrary. *Mile High Cab, Inc. v. Colorado Public Utilities Comm'n*, 302 P.3d 241, 246 (Colo. 2013). The evaluation of the credibility of the witnesses and the weight, probative value, and sufficiency of all of the evidence are matters solely within the fact-finding province of this Board, whose decisions in such matters may not be displaced on appeal by a reviewing court. *Gyurman v. Weld Cty. Bd. of Equalization*, 851 P.2d 307, 310 (Colo. App. 1993). The determination of the degree of comparability of land sales and the weight to be given to the various physical characteristics of the property are questions of fact for the Board to decide. *Golden Gate Dev. Co. v. Gilpin Cty. Bd. of Equalization*, 856 P.2d 72, 73 (Colo. App. 1993).

The Board reviews every case de novo. *See Bd. of Assessment Appeals v. Valley Country Club*, 792 P.2d 299, 301 (Colo. 1990). In general, the de novo proceeding before the Board "is commonly understood as a new trial of an entire controversy." *Sampson*, 105 P.3d at 203. Thus, any evidence that was presented or could have been presented in the county board of equalization (CBOE) proceeding may be presented to this Board for a new and separate determination. *Id.*

## **APPLICABLE LAW**

For property taxation purposes, the value of residential properties, such as the subject, must be determined solely by the market approach to appraisal. *See* Colo. Const. art. X, § 20(8)(c); § 39-1-103(5)(a), C.R.S. The market approach relies on comparable sales, as required under section 39-1-103(8)(a)(I), C.R.S., which states:

Use of the market approach shall require a representative body of sales, including sales by a lender or government, sufficient to set a pattern, and appraisals shall reflect due consideration of the degree of comparability of sales, including the extent of similarities and dissimilarities among properties that are compared for assessment purposes.

## **FINDINGS AND CONCLUSIONS**

The Board recognizes that senior living facilities vary tremendously by not just the characteristics found in conventional multi-family property such as square footage, number of units and age, but also by the level of care provided. Ranging from independent living units to memory care and skilled nursing, the amount of common area devoted to various activities tends to range widely from 1/3 to 1/2 of the overall square footage. No two facilities are really alike, let alone the very few that have recently sold across the Denver metro area. This forced both the Petitioner and Respondent to use four of the same sales. Altogether, they offered 85 to 238 units in nearly new facilities (or in one case a 15-year-old facility) with 71,000 to almost 186,000 square feet. On a raw unadjusted basis, both parties show that they sold in the range of from \$28.69 to

\$46.95 million.

The parties also agreed that like all sales of this property type, these comparables included non-realty components, which often may include business value, goodwill and personal property that should be deducted to reach an indication of real estate value only.

In that regard, the Petitioner presented expert testimony by Shawn O'Connor, employed by JLL Valuation, who prepared a real estate appraisal of the property. Mr. O'Connor or his employer had previously appraised some of the properties, including the subject property, for mortgage financing. He cited concerns over client confidentiality that led him to make a comparison of total sale prices and the assessed value in the following year to conclude a flat rate of 50% as a deduction to be applied to the comparables, with one exception. The resulting deduction for non-realty items from these sales prices ranged from \$0 to \$267,647 per unit.

The exception was Mr. O'Connor's Comparable 5, a sale of the Crown Point Assisted Living and Memory Care property located in Parker, Colorado, which he reported was a real estate only transaction (with the exception of furniture, fixtures, and equipment, for which a deduction was not made) since the buyer was paid to pre-lease and market the property. (Mr. Broderick did not contest this fact.) Consequently, Mr. O'Connor made only a 20% adjustment for this sale's location, by far the least adjustment overall among his comparable sales. The Crown Point sale appears to form the basis – at an adjusted per unit price of \$175,000 – for the Petitioner's recommended value for the subject of \$27.30 million.

The Respondent presented expert testimony by Gregory J. Broderick, employed by the Adams County Assessor's Office, who also prepared a real estate appraisal of the property. Mr. Broderick contended that a market based approach to estimate the non-realty items resulted in deductions of from 17% to 61%, but again with the exception of the Crown Point sale (his Comparable 2). The estimated deduction for non-realty items from his sales prices ranged from \$13,740 to \$330,000 per unit. For the Crown Point sale, Mr. Broderick made a \$1.8 million deduction for personal property, producing an indication of \$205,248 per unit.

After a deduction of \$7.9 million for non-realty items, the Ralston Creek Senior Living sale (Mr. Broderick's Comparable 4) produced an indication of \$291,418 per unit, which in turn led Mr. Broderick to support the Respondent's recommended value of \$40.61 million, or about \$260,000 per unit.

It is unclear to the Board why Mr. Broderick favored the Ralston Creek Senior Living sale over the Crown Point sale. The Crown Point sale produced the only indication of value in which non-realty items were not a major component, unlike the other sales, which as a result required adjustments to the sale prices to make them comparable to the fee simple value appraised in the subject. Lesser adjustments suggest greater comparability to the subject. "The sale that requires the least significant or lowest total adjustment...is often the most comparable and is frequently given the most weight in reconciling the value indications from the sales comparison approach." Appraisal Institute, *The Appraisal of Real Estate*, (15<sup>th</sup> ed. 2020), p. 364.

In this case, the Board finds that the wide range of estimated deductions for non-realty

items impacted the reliability of the resulting indications of value of Mr. Broderick's comparable sales. The Board finds that Mr. Broderick should have given more weight to the only available comparable sale without a significant non-realty component – the Crown Point sale – in reaching actual value for the subject. The Board finds Mr. O'Connor appropriately gave most weight to this sale, which supports Petitioner's requested value for the subject of \$27,300,000. Consequently, the Board finds the Petitioner has met its burden of proving that the \$40,612,865 assigned value for tax year 2020 is incorrect.

### **ORDER**

The petition is **GRANTED**. The Adam's County Assessor's Office is ordered to update its records accordingly.

### **APPEAL RIGHTS**

If the decision of the Board is against Petitioner, Petitioner may petition the Court of Appeals for judicial review according to the Colorado appellate rules and the provisions of Section 24-4-106(11), C.R.S. (commenced by the filing of a notice of appeal with the Court of Appeals within forty-nine days after the date of the service of the final order entered).

If the decision of the Board is against Respondent, Respondent, upon the recommendation of the Board that it either is a matter of statewide concern or has resulted in a significant decrease in the total valuation of the respondent county, may petition the Court of Appeals for judicial review according to the Colorado appellate rules and the provisions of Section 24-4-106(11), C.R.S. (commenced by the filing of a notice of appeal with the Court of Appeals within forty-nine days after the date of the service of the final order entered).

In addition, if the decision of the Board is against Respondent, Respondent may petition the Court of Appeals for judicial review of alleged procedural errors or errors of law within thirty days of such decision when Respondent alleges procedural errors or errors of law by the Board.

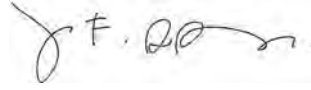
If the Board does not recommend its decision to be a matter of statewide concern or to have resulted in a significant decrease in the total valuation of the respondent county, Respondent may petition the Court of Appeals for judicial review of such questions within thirty days of such decision.

*See* § 39-8-108(2), C.R.S. (rights to appeal a tax protest petition); *see also* § 39-10-114.5(2), C.R.S. (rights to appeal on an abatement petition).

**DATED and MAILED** this 18th day of August, 2021.

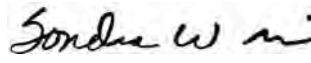
**BOARD OF ASSESSMENT APPEALS:**

Drafting Board Member:



John DeRungs

Concurring Board Member:



Sondra Mercier

*Concurring without modification  
pursuant to § 39-2-127(2), C.R.S.*

I hereby certify that this is a true  
and correct copy of the order of the  
Board of Assessment Appeals.



Casie Stokes

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

**RECEIVED**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

JUL 27 2022

**Section I: Petitioner, please complete Section I only.**

Date: 07/27/2022  
Month Day Year

**OFFICE OF THE  
ADAMS COUNTY ASSESSOR**

Petitioner's Name: Stargate Foundation  
 Petitioner's Mailing Address: 14530 Washington St  
Thornton CO 80023-9150  
 City or Town State Zip Code

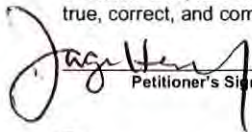
<b>SCHEDULE OR PARCEL NUMBER(S)</b>	<b>PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY</b>
<u>R0197962</u>	<u>Stargate Charter School Sub Amend No 1 Tract E1</u>
_____	_____
_____	_____

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year \_\_\_\_\_ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Property went Exempt in 2015 and when the new subdivision was formed the exemption didn't follow.

Petitioner's estimate of value: \$ Exempt ( 2019 )  
 Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

 Assessors Office  
 Petitioner's Signature

Daytime Phone Number ( 720 ) 523-6743

Email jheadley@adcogov.org

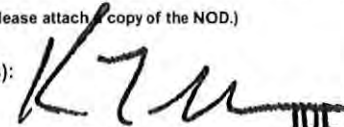
By \_\_\_\_\_  
 Agent's Signature\*

Daytime Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II:</b>		<b>Assessor's Recommendation</b> (For Assessor's Use Only)		
		Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	
Original	<u>659820</u>	<u>191350</u>	<u>21,390</u>	
Corrected	<u>659820</u>	<u>191350</u>	<u>0</u>	
Abate/Refund	_____	_____	<u>21,390</u>	
<input checked="" type="checkbox"/> Assessor recommends approval as outlined above.				
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.				
Tax year:	<u>2019</u>	Protest?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (If a protest was filed, please attach copy of the NOD.)
<input type="checkbox"/> Assessor recommends denial for the following reason(s):				
				 <b>JUL 27 2022</b>
Assessor's or Deputy Assessor's Signature				



**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0197962**

**01573-14-3-01-010**

Petition Year : **2019**

Petition Filed Date : **July 27, 2022**

Owner Entity : **Stargate Foundation**

Owner Address : **14530 Washington St**

Owner City : **BRIGHTON**

State : **CO**

Property Location : **STARGATE CHARTER SCHOOL SUBD AMEND NO 1 TRACT E1**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	325	L:		L:	\$261,729	\$75,900	A. Ratio	29.00%
		I:		I:	\$398,091	\$115,450	Mill Levy	111.785
TOTALS :			\$0		\$659,820	\$191,350	Original Tax	\$21,390

**Petitioner's Statement :**

TAX EXEMPT

**Assessor's Report**

**Situation :**

**Action :**

PROPERTY WENT EXEMPT IN 2015 AND WHEN THE NEW SUBDIVISION WAS FORMED THE EXEMPTION DIID NOT FOLLOW

**Recommendation :**

Upon further review, Tax Exempt appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL	406	L:	\$261,729	\$75,900	L:	\$0	\$0	\$21,390.06
		I:	\$398,091	\$115,450	I:	\$0	\$0	Revised Tax
TOTALS :			\$659,820	\$191,350		\$0	\$0	\$0.00

Jackie Headley by MP

July 27, 2022

Appraiser

Date



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Final Acceptance of the Public Improvements constructed at the Berkeley Shores Subdivision, 6300 Lowell Blvd.
<b>FROM:</b> Brian Staley, PE, PTOE Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution granting Final Acceptance of the public improvements constructed at the Berkeley Shores Subdivision, 6300 Lowell Blvd., (Case No.'s PRC2019-00003, PRC2019-00019, PLT2019-00036, PLT2020-00013, PUD2019-00017, EGR2019-00052, SUB2020-00009, SIA2020-00001, CSI2020-00012, UTL2020-000462).

### **BACKGROUND:**

The Berkeley Shores Subdivision in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements for the Berkeley Shores Subdivision were granted Preliminary Acceptance on March 12, 2021. As outlined in the Development Improvements Agreement attached to resolution number 2020-416, all improvements have satisfactorily completed the guarantee period. The Irrevocable Letter of Credit No. 887A that has been placed as collateral, will need to be released as part of this Final Acceptance.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works Department  
Adams County Community and Economic Development Department  
Adams County Attorney's Office

### **ATTACHED DOCUMENTS:**

Exhibit A

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION FOR FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS  
CONSTRUCTED AT THE Berkeley Shores Subdivision, 6300 Lowell Blvd., (Case No.'s  
PRC2019-00003, PRC2019-00019, PLT2019-00036, PLT2020-00013, PUD2019-00017,  
EGR2019-00052, SUB2020-00009, SIA2020-00001, CSI2020-00012, UTL2020-000462)

WHEREAS, the required public street improvements have been constructed at the Berkeley Shores Subdivision, 6300 Lowell Blvd., (Case No.'s PRC2019-00003, PRC2019-00019, PLT2019-00036, PLT2020-00013, PUD2019-00017, EGR2019-00052, SUB2020-00009, SIA2020-00001, CSI2020-00012, UTL2020-000462), in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at Berkeley Shores Subdivision; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the Development Improvements Agreement as approved by resolution number 2020-416, all improvements have satisfactorily completed the guaranty period. The Irrevocable Letter of Credit No. 887A that has been placed as collateral, will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at Berkeley Shores Subdivision, 6300 Lowell Blvd., be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby authorizes the release of the posted collateral, as noted in The Irrevocable Letter of Credit No. 887A, as part of this Final Acceptance.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Final Acceptance and any attending documents on behalf of Adams County.



### Legend

- Address
- Highways
  - Interstate
  - Highway
  - Tollway
- Streets
  - Streets
  - Ramp
- Building
- County Parks and Open Space
- Small Lakes
- Major Lakes
- Rivers
  - Canal
  - Ditch
  - Primary Creek
  - River
  - Secondary Creek
  - Stream
- Parcels
- County Boundary

0.1 0 0.04 0.1 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

PRC2019-00003, PRC2019-00019, PLT2019-00036, PLT2020-00013, PUD2019-00017, EGR2019-00052, SUB2020-00009, SIA2020-00001, CSI2020-00012, UTL2020-00462



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Agreement with Adams County Regional Economic Partnership
<b>FROM:</b> Jenni Hall, Director
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves agreement with Adams County Regional Economic Partnership pursuant to the limitations established in the 2022 Budget.

### **BACKGROUND:**

Adams County has an established relationship with Adams County Regional Economic Partnership (AC-REP) in their role to advocate for Adams County businesses and to market the region for economic development activities. This relationship has evolved in recent years with the formation of an internal County Department of Community and Economic Development (CED). This agreement serves to clearly define the County's support for AC-REP and expected deliverables for calendar year 2022 based upon direction provided in the 2022 Budget process. A mid-year report from AC-REP is being provided for review by the Board.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office  
Budget & Finance Department

### **ATTACHED DOCUMENTS:**

Resolution  
Agreement  
Mid-Year Report from AC-REP

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 1</b>
<b>Cost Center: 7041</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND THE ADAMS  
COUNTY REGIONAL ECONOMIC PARTNERSHIP REGARDING BUSINESS ADVOCACY AND  
DEVELOPMENT

WHEREAS, Adams County (“County”) wishes to have the Adams County Regional Economic Partnership (“AC-REP”) provide certain business advocacy functions to aid the County’s economic development efforts; and,

WHEREAS, AC-REP is willing to perform the County’s business advocacy functions as further detailed in the Scope of Services as set forth in “Exhibit A” attached hereto and incorporated herein by this reference; and,

WHEREAS, this agreement shall be limited to calendar year 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that this agreement, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Agreement on behalf of the County of Adams, State of Colorado.

**AGREEMENT BETWEEN ADAMS COUNTY AND THE ADAMS COUNTY  
REGIONAL ECONOMIC PARTNERSHIP REGARDING BUSINESS ADVOCACY AND  
DEVELOPMENT**

This **AGREEMENT** ("Agreement") is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022, (the "Effective Date), by and between the **ADAMS COUNTY REGIONAL ECONOMIC PARTNERSHIP**, a non-profit corporation located at 1870 West 122<sup>nd</sup> Avenue, Suite 300, Westminster, CO 80234 ("AC-REP") and the Board of County Commissioners of **ADAMS COUNTY, COLORADO** a body corporate and political, whose principal business address is 4330 South Adams County Parkway, Brighton, CO 80601 (the "County") (collectively referred to herein as the "Parties" or each individually as a "Party").

**RECITALS**

WHEREAS, County wishes to have AC-REP provide certain business advocacy functions to aid County's economic development efforts; and,

WHEREAS, AC-REP is willing to perform County's business advocacy functions as set forth in the attached Scope of Services.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

- 1. Agreement.** The Parties shall perform the duties set forth, more particularly in the attached Exhibit A Scope of Services, which is incorporated herein. The term of this Agreement shall be for the calendar year 2022.
- 2. Payment.** County shall pay AC-REP as set forth in Exhibit A, for a total not to exceed the amount of three hundred thousand dollars (\$300,000.00).
- 3. Assignment.** Neither the County nor AC-REP may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.
- 4. Time is of the Essence.** The Parties acknowledge that time is of the essence in the performance of this Agreement.
- 5. No Partnership or Agency.** Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither AC-REP nor the County shall be deemed or constitute a partner, joint venturer, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.
- 6. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other

than AC-REP and the County shall be deemed to be only an incidental beneficiary under this Agreement.

**7. Notices.** Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

The County:

Jennifer R. Hall, Director, Community and Economic Development  
4330 S. Adams County Parkway  
Brighton, CO 80601  
Email: jrhall@adcogov.org

AC-REP:

Lisa Hough, President/CEO  
1870 W. 122<sup>nd</sup> Ave., Ste. 300  
Westminster, CO 80234  
Email: lisa.hough@adamscountyrep.com

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

**8. Headings.** The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**9. Controlling Law and Venue.** The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in Adams County, Colorado. In the event of a dispute, each party shall pay its own attorney fees and costs.

**10. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

**11. Binding Contract.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

**12. Entire Contract.** This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

**13. Contract Modification.** This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

**14. Severability.** The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

**15. Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

BOARD OF COUNTY COMMISSIONERS

ATTEST:

**ADAMS COUNTY, COLORADO**

\_\_\_\_\_

By: Chair of the Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney's Office

**ADAMS COUNTY REGIONAL  
ECONOMIC PARTNERSHIP**

Lisa Hough / President/CEO  
Name/Title

ATTEST:

Lisa Hough

APPROVED AS TO FORM:

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. **Representation of Adams County:** Only Adams County staff, particularly representatives from the Department of Community and Economic Development, shall speak on behalf of the County relative to economic development matters. AC-REP will clearly represent itself as a private, non-profit, investor-based organization that is distinct and separate from the County. County staff will serve as the single point of contact for all matters regarding the drafting, presenting, approval, or adoption of actions solely within the legal purview of a government agency. This includes, but is not limited to: discussions with businesses regarding County financial and non-financial economic incentives, discussions with business/contractors for which a contract with the County must be obtained, discussions with businesses or relevant stakeholders specific to a working relationship where the County would be an official party, and discussions related to County requirements mandated under Colorado Revised Statutes or local regulations (land-use, taxation, code compliance, legal injunctions or enforcement, etc.).
2. **Business Advocacy:** AC-REP shall serve as a representative body and direct liaison with the business community. Within this capacity, AC-REP will be able to advocate for a sustainable business climate, propose policy recommendations to County staff based on business stakeholder feedback, present to the Adams County Board of County Commissioners on key business issues, lead private-sector focused conversations/panels, and engage in lobbying efforts as appropriate to AC-REP's investors and broader stakeholders. AC-REP may discuss Adams County from a regional perspective, with Adams County being a geographic designation; however, AC-REP shall not engage in conversations in a manner that could be suggested to be speaking on behalf of Adams County as a government agency or associated County-lead efforts or initiatives.
3. **Economic Development Leads, Prospects, and Engagement:** County staff will have the sole discretion of any and all conversations with prospective businesses or non-profit organizations seeking a financial or non-financial incentive from the County, or with any agent directly representing such entities. If contacted by another economic development organization or municipality that warrants a direct conversation with County staff, AC-REP shall endeavor to facilitate the necessary introduction as soon as possible or ensure that the information is forwarded to the Director of Community and Economic Development. This includes confidential prospect alerts from the State Office of Economic Development and International Trade (OEDIT), Metro Denver Economic Development Corporation (MDEDC), or a private-sector site selector or company. The County's Department of Community and Economic Development shall remain the primary point of contact for these organizations on prospect notices intended for locations in unincorporated Adams County.
4. **Budget:** The County operates on an annual budget commencing January 1 and closing on December 31 of each calendar year. For the calendar year 2022, the County has agreed to allocate \$300,000 to AC-REP for this Agreement, subject to the following parameters:
  - a. AC-REP shall provide quarterly reporting on expenditures for the County. This may occur through a presentation in a study session or

through a written report to the Director of Community and Economic Development to provide to the Adams County Board of County Commissioners ("BOCC"), although AC-REP may be required to present to the BOCC if asked to do so. In order to meet quarterly expectations of timeliness, the written report may be used as an acceptable communication method at any time.

- b. Distribution of initial funds shall not occur until the full execution of this Agreement.
- c. AC-REP will invoice Adams County for each specific investment or sponsorship as appropriate during the year. The installment of \$150,000 will be spent on contracted marketing efforts as outlined in Section 5.b. and pay be invoiced as necessary to execute the marketing efforts.

5. Supported Activities: The \$300,000 allocation by the County to AC-REP is intended for the following items:

- a. \$50,000 to support investment at the Leadership Circle Level. This includes a seat on the Leadership Circle plus one alternate; a seat on the Executive Council plus alternate; opportunities to participate on the Development Council and the Business Advocacy & Public Policy Committee. In addition to those specific committees, all employees of Adams County are considered members of AC-REP and welcome to sign up for newsletters, programs, and events as members. That includes employees of the Adams County Workforce Center, the Colorado Air and Space Port, and the Adams County Sheriff's Office.
- b. \$25,000 to support the State of the Region event in May 2022, which shall feature the Chair of the BOCC as a Keynote Speaker and two tables for County attendees. All marketing for the event shall clearly include and distinguish Adams County as a separate and distinct entity from AC-REP.
- c. \$25,000 to support the Business Awards event in October 2022, which shall feature the Chair of the BOCC as a Key Speaker and two tables for County attendees. All marketing for the event shall clearly include and distinguish Adams County as a separate and distinct entity from AC-REP.
- d. \$50,000 to support the LEAD Metro North leadership program. Funding will be allocated to scholarships to local small and/or non-profit organizational applicants for whom the cost of the program is a barrier to entry, programming costs including education addressing issues of diversity and equity in the county, and costs to establish a robust alumni program to benefit citizens of Adams County. The County will work with AC-REP to develop a scholarship selection process and will hold a seat on the Leadership Foundation Board, once established.
- e. \$150,000 contracted marketing efforts
  - i. \$150,000 has been directed by the BOCC to be used for contracted marketing activities, which must be developed in conjunction with County staff and presented in advance to the

Director of Community and Economic Development and County Manager for recommendation to the BOCC for final approval.

- ii. These activities must include clear and specific deliverables and will include the County's authorized logo and marketing information as distinct from AC-REP. Where these authorized marketing materials present contact information, the County staff's information must be presented as the primary point of contact.
6. **Term:** This Agreement is applicable through the budget year 2022 (January 1, 2022, through December 31, 2022). Any contractual funds remaining unspent or unallocated at the end of this term will be returned to the County.
7. The County intends for future years, to the extent this Agreement is renewed or extended, to be substantially more limited in financial support for AC-REP, as AC-REP transitions to a model of primarily private-sector investment. It is understood that AC-REP desires to be a regional organization, not limiting investors to only Adams County governments or businesses. As such, the County expects clarity in communications regarding the role and limitations of AC-REP's authority relative to economic development activities in Adams County and to operate in good faith with the County's Department of Community and Economic Development to facilitate best practices and positive relations with the business and investment communities.
8. **Administration:** The Director of Community and Economic Development, or their assigned designee, will serve as the County administrator of this Agreement. Should there be a breach of this Agreement, all money transfers will be held in abeyance until the breach is remedied to County's satisfaction. In addition to any and all other remedies the County may have in the event of a breach, County may also, in its sole discretion, demand a return of any and all unspent funds.







# AC-REP

Invested in Greater Adams County

To: Adams County Board of Commissioners  
cc: Jenni Hall, Director of Community & Economic Development  
From: Lisa Hough, President/CEO  
Date: August 8, 2022

Thank you for the opportunity to provide this mid-year status report of the ongoing activities of AC-REP (Adams County Regional Economic Partnership) in support of the Adams County government and community.

The beginning of 2022 saw the continued opening back of our economy and a return to in-person activities. This allowed AC-REP to take a more active role in providing programs, attending events, and generally building our capacity to develop a more connected region.

We appreciate the continued financial support from the Adams County government and look forward to more engagement opportunities in the second half of 2022.

Early in 2022, an MOU was drafted to clarify the funding and the interactions between AC-REP and Adams County. It includes specific funding allocations for various programs and investments. AC-REP operates according to defined strategic goals adopted in 2021 with the participation and engagement of Adams County representatives. In this report, I will address the MOU items under the relevant strategic goals when providing updates on desired outcomes and initiatives. However, one item is still launching in October of 2022, so that funding item will be addressed in a later report. Planning is currently underway in conjunction with the Community and Economic Development team for a launch of an award program in 2023. The October event will be a kick-off celebration with keynote presenters on specific goals around sustainability, innovation, inclusivity, workforce development and health.

## **AC-REP's Strategic Goals**

### **Strategic Goal # 1 – Economic Development & Placemaking**

*Drive projects and initiatives that promote the region's competitiveness as a destination for business and talent by showcasing the region's quality of place.*

#### Desired Outcomes

- Increase opportunities for business attraction, expansion, and retention in conjunction with efforts by the County and local governments.
- Increase job opportunities and workforce development programs
- Increase applicants to Enterprise Zone (EZ) areas
- Serve as a source of economic data and insights for the region.

## 2022 Initiatives

### State of the Region – May 18, 2022

- In place of the AC-REP Site Selection conference, we directed efforts to create a robust State of the Region event that featured a welcome from Governor Polis, a keynote speech from County Commission Chair Lynn Baca, and a panel of Adams County CEOs – Steve VanNurden from Fitzsimons Innovation Campus and Doug Campbell from Solid Power that was moderated by Sam Bailey of Amazon.
- The sold-out event at the Delta Hotel attracted 286 attendees from businesses, non-profits, and government.
- We had media from CBS 4 News, Denver Gazette, BizWest, and Colorado Real Estate Journal. CBS 4 News aired three news segments focused on innovation and opportunities in Adams County after attending the event.
- We created several videos regarding the region and promoted them across social media channels - <https://www.adamscountyrep.com/2021-events/>
- We provided updated economic data from Development Research Partners for the region to multiple investors after the event for their use in supporting their operations in the region.

### Livability Magazine

- Livability explores what makes communities great places to live. Through proprietary research studies, engaging articles, and original photography and video, they examine topics related to community amenities, education, sustainability, transportation, housing, and the economy. Through this partnership with AC-REP, the Adams County region and some of our businesses will now have more national and international visibility through a magazine, digital versions, and a strong website presence for those searching for more information about our region.
- The first issue features the Colorado Air and Space Port on the back cover with a referral to the Department of Community and Economic Development and includes in-depth story on our aerospace economy among other industries.
- The website features all the stories digitally and is easily searchable on the internet. <https://livability.com/adams-county/>
- We will be receiving detailed reports on the analytics related to our pages.
- We are also creating a toolbox for communities and businesses to use digital assets when recruiting new prospects or talent to our region.

### JobsEQ

- A software tool that analyzes local demographic, industry, occupation, and employment data and instantly creates reports.
- The economists behind the software provide regular training and expertise to help customize data.
- The database also includes information about employers, job postings, and educational attainment.
- AC-REP demonstrated this tool to the regional economic developers and conducted three on-site visits to help local communities obtain in-depth reports on their regions.
- Data is also used to help determine the top industry clusters and pathways for new career opportunities.

## Enterprise Zone program outreach and efforts

- In 2021, there were 370 business credit certifications and a total of \$8.7 million in credits from the state back to Adams County businesses. We plan to work on increasing the number of 2022 certifications through continued outreach and public information sessions.

## Enterprise Zone Contribution Projects

- There were 505 contributors in 2021 to the four certified projects. As Administrator, AC-REP reviews donations to make sure they qualify.
- The purpose of the contribution project tax credit in EZ zones is to attract and retain non-profits that benefit the low-income communities by providing support services, including assistance with job training and affordable housing.
- When taxpayers make a certified contribution, they can claim:
  - 25% of a cash donation as a state income tax credit, or
  - 12.5% of an in-kind donation as a state income tax credit
  - This tax credit is capped at \$100,000 per taxpayer per tax year. If they cannot use all of their credits in a given tax year, they can carry forward the balance for up to five years.
- 
- AC-REP, as the Administrator, works to solicit other non-profits in the EZs to apply, works with them through the application and approval process, advocates for the project to receive support from other EZ administrators, and finally works with OEDIT to prepare the application for approval by the Economic Development Commission.

The following are the current Contribution Projects in Adams County:

### Independent Electrical Contractors Rocky Mountain – Job Training

- Approved – 5/19/2022–12/31/2027
- Project activities: All funds donated go to furthering the quality of instruction, hands-on training resources, audio-visual improvements, and equipment to support the growing needs of the electrical and energy industry.

### Goodwill of Colorado – Job Training

- Approved – 1/1/2021–12/31/2026
- Project Activities: Goodwill's goals include promoting independence and preparing individuals for future opportunities through coaching, training, and education. Goodwill utilizes education, employment, and empowerment to foster economic independence and self-sufficiency for individuals facing barriers to employment. This aligns with Adams County's goal to promote the job and career skills of the county's current and future workforce and assist businesses with obtaining qualified, productive employees.

### Children's Hospital Colorado – Healthcare

- Approved 3/19/2020–12/31/2025
- Project Activities: Focusing on bioscience and engagement with healthcare industries, Children's Hospital Colorado supports many of the County's development goals. This specific project most closely aligns with the goal of supporting community

amenity and facility development in healthcare. The number of employees at its facilities on the Anschutz Medical Campus had grown from approximately 3,000 staff at the end of 2007 (when it moved to its Enterprise Zone location) to nearly 5,000 as of October 2019.

#### Village Exchange Center – The Village Farm at Stanley Market Place – Job Training

- Approved 8/20/2020 – 12/31/2025
- Project Activities: Village Farm will train and create jobs for many individuals while bridging various socioeconomic communities in Northwest Aurora and Northeast Denver by celebrating the diversity of cultural, culinary, and agricultural practices. This project stems directly from the community's identified need for economic opportunities in the agricultural field.

#### Almost Home Inc. – Support Services

- Approved 2/11/2016 – 12/31/2022
- Project Activities: Almost Home, Inc. provides emergency shelter to families for 30-40 days while they seek more stable long-term housing solutions. During this 30+/- day period, these families receive intensive case management and spend most of their time with employment, housing, and other county services.

#### Other related Economic Development initiatives

- Bi-monthly Economic Development Roundtable gathers all the municipal economic developers to discuss issues, hear from guest speakers, and help program relevant events for AC-REP.
- Participation at relevant conferences and events to promote the Adams County region including the Metro Denver EDC, EDCC, NextGen Talks Food & Beverage, and SelectUSA with OEDIT.

## **Strategic Goal # 2 – Business Advocacy and Public Policy (BAPP)**

*Serve as an active voice for businesses and communities to influence legislation on critical issues and advocate policies for diverse industries in our region.*

#### Desired Outcomes

- Establish strong relationships with key legislators and elected officials in the Adams County region at the federal, state and local levels.
- Improve the business environment to support a sustainable and thriving economy.
- Provide a forum for diverse stakeholders to discuss legislation and provide meaningful input to legislators.
- Become an active and influential voice in Colorado public policy issues

#### Measures

- Increased engagement with AC-REP by legislators and state officials
- Increased membership participation in supporting AC-REP legislative priorities
- Monitor and commit to the continued support of 2022 Legislative Priorities

## 2022 Initiatives

- AC-REP retained Sewald Hanfling for state lobbying efforts and worked with them year-round to develop legislative priorities and engage with elected officials.
- AC-REP published Legislative Priorities before the session and used those three pillars to guide its positions on legislation.
- For the first time, AC-REP held an Adams County Legislative reception at the University Club. Several elected officials, business leaders, and community representatives attended the event and shared their thoughts with the policymakers in a casual setting.
- AC-REP's BAPP committee met on a biweekly basis for the majority of the session. The meetings were regularly attended by a different local legislator each week, who shared their priorities and answered questions. We also had special presentations by the Speaker of the House Garnett and District Attorney Mason on the pending fentanyl legislation. With a mix of public and private participants, there was regular debate and discussion regarding pending legislation.
- AC-REP joined several business coalitions to support testimony and advocacy on critical issues to our economy.
- Overall, the BAPP committee tracked 101 bills, of which 48 bills were sent to the Governor for signature.

## Strategic Goal # 3 – Membership Development and Engagement

*Increase, develop and retain membership to establish AC-REP as one of Colorado's leading business and economic development organizations.*

Desired outcomes and measurements

- Increase membership involvement in committees and programming
- Develop future leaders to positively impact our region's economic growth, community engagement, and quality of life.
- Increase opportunities for building connections and relationships between private, public, and non-profit organizations.

## 2022 Initiatives

Adams County Government membership

- We developed a special membership for Adams County at our highest level of \$50,000 that includes membership for all segments of the County government including employees from Colorado Air and Spaceport, Community and Economic Development, Communications, Transportation, the Adams County Workforce & Business Center, the Sheriff's Department and the Board of Commissioners. We also bring in other public entities as strategic partners from the schools districts to participate in our events.
- The membership includes seats on our Leadership Circle, Executive Council, and open attendance at the various committees. AC-REP also provide many speaking opportunities for county officials to address our membership, invitations to outside organization's events and a prominent place in all our marketing collateral.
- We strive to be a collaborator and partner with the County to achieve mutual goals for our community.

### LEAD Metro North program

- For 35 years, there has been a regional leadership program for the Metro North region. We estimate that there are at least 1,800 graduates of the program.
- The mission of the LEAD Metro North program is to learn, elevate, achieve, and develop (LEAD) citizens who want to make an impact as leaders in the community.
- The program runs from September through June with monthly programs on various topics along with professional leadership training from the Leadership Science Institute.
- Here's a list of topics covered in the first half of 2022, which was the last half of the yearly program:
  - January - Education & Workforce Day – presenters from Future Forward, Adams County Workforce & Business Center, and Front Range Community College
  - February – Government Day – Visit with key legislators at State Capitol, State Treasurer, Panel of local government leaders including Comm. O'Dorisio.
  - March – Health and Wellness – St. Anthony North, Community Reach Center
  - April – Aerospace and Aviation – Visits to DEN and CASP with relevant speakers.
  - May – Law and Justice – Adams County Courthouse presentations from Chief Justice Quick, DA's office, Sheriff Reigenborn, and an afternoon at the Flat Rock training center
- Graduation in June was sponsored by Adams County and included an address from Comm. Henry to the class of 18 graduates.

### Development Council

- Meets every month to learn more about proposed real estate projects in the County, about upcoming changes in County zoning, planning, and regulations, and discuss trends that might impact our region in the future.
- Council also programs larger community presentations on specific topics, including the following in the first half of 2022:
  - Economic Development 101 – A program for elected officials and others new to the process that included speakers from the County, Northglenn, and IECRM as a successful project example.
  - Regional Workforce Outlook – Highlighted speakers from Future Forward, Adolfson & Peterson, Adams County Workforce & Business Center, and Mtech.

### Investor Relations programs and opportunities

- We are implementing a plan to move to standard invoicing in January so that we may see a slight drop in reoccurring revenue for 2022 due to adjustments.
- We designed a new level of leadership that combines investor commitments and sponsorships in one package, which has led to increased investments.
- Attracted several new members at the Executive Council level while also launching an Opportunity Partner level of \$1,000 to allow more access to programming for small to mid-size businesses.
- We also trade memberships with other strategic partners in the community, such as Smart Commute, Rocky Mountain Partnership, Adams County Education Consortium, and Adelante Community Development.
- We conducted two site visits for members at Adams County businesses – Luna Gourmet and Amazon's DEN1 facility.

## **Strategic Goal # 4 – Marketing, Branding, and Communications**

*Promote economic opportunities and livability in the Adams County region through pro-active marketing, media placement, event sponsorships, and increased regional awareness.*

### Desired Outcomes

- Clearly define the branding and messaging for AC-REP versus the Adams County government.
- Become the influential marketer for the Adams County region to attract interest and capital investment.
- Establish the region as a preferred destination for living, working, playing, and learning to a national and global audience.

### Measures of Success

- The clarity in the role of AC-REP vs. Adams County Government
- Improved awareness and perceived value of AC-REP as an organization
- Increased engagement of target audiences and business decision-makers
- Pro-active in-bound requests for additional information and connections to the County and local governments

## **2022 Initiatives**

### Develop a comprehensive branding and marketing strategy

- AC-REP retained AOR as our marketing and branding consultant for this project. They conducted many fact-finding interviews, focus groups, and regional tours to develop several options for the AC-REP Executive Council to consider.
- The selected concept was built around the idea of building blocks but also leaning into just using the organization's initials to distance us from the name Adams County Regional Economic Partnership to avoid confusion with the government. It's not an overnight solution or adoption so that we will work hard in marketing and messaging. However, it was important to keep the geographical connection to the region we represent and build on the brand equity developed for the organization since the merger of ACED and Metro North Chamber.
- Along with a re-design of messaging, the firm has also re-designed our collateral and marketing materials across all our communications channels. We have also updated the website and included a link to the Adams County Government website along with other distinctions to help avoid confusion.
- In the second half of 2022, we will move to a new website with even more enhancements and opportunities to share information and resources more broadly across the Adams County region.

Thank you for your continued support of AC-REP. We stand to support and enhance your efforts while also working to support our investors from business and local communities.

As always, I am available for additional questions on specific programs or campaigns. You can reach me at [Lisa.Hough@ac-rep.org](mailto:Lisa.Hough@ac-rep.org) or on my direct wireless (303) 902-6920.







## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Intergovernmental Agreement between Adams, Arapahoe, and the City of Aurora
<b>FROM:</b> Eddie Valdez
<b>AGENCY/DEPARTMENT:</b> Human Services Center
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves

### **BACKGROUND:**

The City of Aurora enjoys a strong partnership with both Arapahoe County and Adams County and supports the counties' efforts to provide assistance to veterans through their veteran's service offices located in Westminster (Adams) and Littleton (Arapahoe), with the opening of the VA Eastern Colorado Health Care System ("VA Hospital") in Aurora, the Parties believe that a placement of a VSO near the VA Hospital will be a great benefit to their resident veterans. The Parties have committed to a program to share the responsibility of a VSO position on the terms and conditions stated in this Agreement.

During this pilot program, Arapahoe County would employ the VSO, dividing the compensation evenly with Adams County, and host the position at Arapahoe County's location near the VA Hospital. During this pilot program, the City of Aurora will provide office equipment such as a computer and printer/fax machine; and the Parties agree that this additional VSO is needed to meet the needs of resident veterans from the area.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams, Arapahoe, and the City of Aurora

**ATTACHED DOCUMENTS:**

2022-2023 Intergovernmental Agreement- Veterans Service Officer Position

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 1</b>
<b>Cost Center: 9291</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	N/A		
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	9291.Variou		179,900
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> 179,900

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
VETERANS SERVICE OFFICER POSITION BETWEEN THE COUNTY OF ARAPAHOE,  
COLORADO AND THE COUNTY OF ADAMS, COLORADO

WHEREAS, pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, each Party has the legal authority to cooperate or contract with each other Party to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated hereinafter; and,

WHEREAS, each county in Colorado has a veteran's service office that offers free assistance to veterans through a veteran's service officer(s) ("VSO"); and,

WHEREAS, the City of Aurora enjoys a strong partnership with both Arapahoe County and Adams County and supports the counties' efforts to provide assistance to veterans through their veteran's service offices located in Westminster (Adams) and Littleton (Arapahoe); and,

WHEREAS, with the opening of the VA Eastern Colorado Health Care System ("VA Hospital") in Aurora, the Parties believe that a placement of a VSO near the VA Hospital will be a great benefit to their resident veterans; and,

WHEREAS, the Parties have committed to a pilot program for one (1) year to share the responsibility of a VSO position on the terms and conditions stated in this Agreement; and,

WHEREAS, during this pilot program, Arapahoe County would employ the VSO, dividing the compensation evenly with Adams County, and host the position at Arapahoe County's location near the VA Hospital; and,

WHEREAS, during this pilot program, the City of Aurora will provide office equipment such as a computer and printer/fax machine; and,

WHEREAS, the Parties agree that this additional VSO is needed to meet the needs of resident veterans from the area.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, RESPONSIBILITIES OF THE PARTIES mentioned in the Intergovernmental Agreement of the Veterans Service Officer position.

**INTERGOVERNMENTAL AGREEMENT  
VETERANS SERVICE OFFICER POSITION**

This Intergovernmental Agreement (“Agreement”), dated for reference purposes on this 30 day of August, 2022, is made and entered into by and between the CITY OF AURORA, COLORADO, a body politic, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, COLORADO, a body politic and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, COLORADO, a body politic, for the provision of a Veteran’s Service Officer position that will serve citizens of all three entities. Individually referred to in this Agreement as a “Party,” collectively referred to in this Agreement as the “Parties.”

**WHEREAS**, pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, each Party has the legal authority to cooperate or contract with each other Party to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated hereinafter; and

WHEREAS, each county in Colorado has a veteran’s service office that offers free assistance to veterans through a veteran’s service officer(s) (“VSO”); and

WHEREAS, the City of Aurora enjoys a strong partnership with both Arapahoe County and Adams County and supports the counties’ efforts to provide assistance to veterans through their veteran’s service offices located in Westminster (Adams) and Littleton (Arapahoe); and

WHEREAS, with the opening of the VA Eastern Colorado Health Care System (“VA Hospital”) in Aurora, the Parties believe that a placement of a VSO near the VA Hospital will be a great benefit to their resident veterans; and

WHEREAS, the Parties have committed to a pilot program for one (1) year to share the responsibility of a VSO position on the terms and conditions stated in this Agreement; and

WHEREAS, during this pilot program, Arapahoe County would employ the VSO, dividing the compensation evenly with Adams County, and host the position at Arapahoe County’s location ten (10) minutes from the VA Hospital; and

WHEREAS, during this pilot program, the City of Aurora will provide office equipment such as a computer and printer/fax machine; and

WHEREAS, the Parties agree that this additional VSO is needed to meet the needs of resident veterans from the area.

NOW THEREFORE, the Parties agree as follows:

**I) RESPONSIBILITIES OF THE PARTIES**

- A) Adams County
  - 1) Veteran's Service Officer
    - (a) Adams County shall fund 50% of one VSO FTE position for three (3) years. The funding responsibility for Adams County is:
      - (i) 50% of the cost of the compensation package for the VSO position
      - (ii) 50% of the cost of any conferences, training, and continuing education programs attended by the VSO during the three (3) year period.
  
- B) Arapahoe County
  - 1) Veteran's Service Officer
    - (a) Arapahoe County will be responsible for the hiring of one VSO as contemplated by this Agreement and shall be responsible for the supervision of the VSO, and management of the workload for the VSO.
    - (b) Arapahoe County shall fund 50% of one VSO FTE position for three (3) years:
      - (i) 50% of the cost of the compensation package for the VSO position
      - (ii) 50% of the cost of any conferences, training, and continuing education programs attended by the VSO during the three (3) year program.
    - (c) Arapahoe County shall ensure that the VSO has all necessary information that Arapahoe County can provide to perform its role for veteran residents of Arapahoe County, to include being trained by the current Arapahoe County veteran's services officer. Arapahoe will provide employment supervision and other related matters and shall invoice Adams County for 50% of the cost of the compensation of the VSO position and 50% of the cost of any conferences, training, and continuing education programs attended by the VSO during the one-year pilot program.
  - 2) Office Space
    - (a) Arapahoe County will make office space available for the VSO in the judicial services area at Altura Plaza located at Colfax and Chambers.
    - (b) The office space will include clerical support and reception.
  
- C) City of Aurora
  - 1) Veteran's Services Officer
    - (a) The City of Aurora shall be responsible for 100% of the cost of equipment and supplies reasonably needed by the VSO in performance of the Officer's duties during the three (3) year program. Such supplies will include:
      - (i) Laptop computer, screen, mouse, printer, file cabinet, phone
      - (ii) A reasonable amount of office supplies such as pens, pencils, paper, staplers, etc.
    - (b) The City of Aurora shall ensure that the VSO has all necessary information that the City can provide to appropriately serve veteran residents of the City of Aurora.

## II) TERM OF AGREEMENT

- A) This Agreement shall commence September 1, 2022 and shall terminate on August 31, 2025, with a two (2) year renewal option, unless terminated earlier as provided in this

IGA.

- B) Any Party may terminate this Agreement by giving prior written notice to the other Parties not less than ninety (90) days before the effective date of termination. Such notice shall be sent to the addresses and email addresses listed below. The terminating Party shall be responsible for its share of funding or supplies through the date of termination.

### **III) PAYMENT AND PROVISION SCHEDULE**

- A) Arapahoe County shall provide invoices to Adams County for the payment of compensation, continuing education programs, and training due under this Agreement. Payment will be due within thirty (30) days of receipt of an invoice.
- B) The City of Aurora will provide replacement office equipment, to include the computer, screen, mouse, to Arapahoe County for set up in the Altura Plaza office within four (4) years of the initial date of issuance in 2020.
- C) The VSO shall submit requests for office supplies and equipment to the City of Aurora no more than once per month. The City of Aurora will work diligently to process all requests and will raise any concerns with Arapahoe County, as the employing agency.

### **IV) FUND AVAILABILITY**

- A) The Parties acknowledge that, as of the date of this IGA, each Party has appropriated sufficient funds for this Agreement for the applicable fiscal year.
- B) The Parties acknowledge that this Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to each Party's satisfaction with the service received during the preceding term. Upon the agreement and with the consent of both Counties and the City, and if the Parties appropriate additional money for each subsequent fiscal year, this Agreement may be extended for additional one year terms.
- C) Maximum Contract Expenditure. Any other provision of this Agreement notwithstanding and pursuant to C.R.S. § 29-1-110, the amount of funds appropriated for this Agreement by both Adams County and Arapahoe County, each respectively, is Thirty Thousand Dollars (\$ 30,000.00) for a total of Sixty Thousand Dollars (\$60,000.00) for the term of this agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
- D) In the event a Party believes at any time that the amount remaining in the Agreement will be insufficient to cover its responsibilities under the terms of the Agreement for the remainder of the fiscal year, that Party will immediately notify the other two Parties of such concern. If a Party cannot give adequate assurances to the other two Parties that additional funds will be appropriated to cover the projected shortfall, any Party can take whatever action it deems most appropriate, including terminating the Agreement.

### **V) MISCELLANEOUS**

- A) Indemnification/Insurance. Each Party shall be fully responsible for its own employee(s) consistent with all applicable laws. As stated above, the VSO shall be an employee of

Arapahoe County. Each Party agrees to provide the other Party written notice within sixty (60) days of the knowledge of any claim or controversy giving rise to a claim for indemnification as provided herein.

- B) Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The Parties to this Agreement and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.
- C) No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either Party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S. (“CGIA”) as same may be amended from time to time. Specifically, neither Party waives the monetary limitations, or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
- D) Insurance.
  - 1) The City of Aurora, Arapahoe County and Adams County are all recognized as political subdivisions of the State of Colorado. As such they are governed by the Colorado Government Immunity Act.
  - 2) Each Party to this Agreement shall procure and maintain their own insurance as they deem appropriate.
- E) Third Parties. This Agreement does not and shall not be deemed to confer upon any third Party any right to claim damages to bring suit or other proceedings against either Arapahoe County or Adams County because of any terms contained in this Agreement.
- F) Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.
- G) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- H) Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
- I) Survival. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performances is required under this Agreement after the expiration or termination of this Agreement.
- J) Notices. Notices to be provided under this Agreement shall be given in writing and either delivered via e-mail, by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

ADAMS COUNTY  
County Manager’s Office  
4430 S. Adams County Parkway  
Brighton, Colorado 80601-8206  
areis@adcogov.org

Adams County Attorney’s Office



4430 S. Adams County Parkway, Suite C5000B  
Brighton, Colorado 80601-8206  
hmiller@adcogov.org

ARAPAHOE COUNTY:

Board of County Commissioners of Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
commissioners@arapahoegov.com

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
attorney@arapahoegov.com

CITY OF AURORA

City Manager's Office, 5th Floor  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
jtwombly@auroragov.org

City Attorney's Office, 5th Floor  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
dbrotzma@auroragov.org

- K) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.
- L) Good Faith. The Parties agree to work together in good faith in performing their obligations hereunder.

*(Signature page follows)*

**IN WITNESS WHEREOF**, the Parties have caused this Intergovernmental Agency Agreement to be executed by its duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF AURORA, COLORADO

\_\_\_\_\_  
Mike Coffman, Mayor

ATTEST:

\_\_\_\_\_  
Stephen J. Ruger, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Aurora City Attorney's Office

BOARD OF COUNTY COMMISSIONERS,  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Erica Hannah, County Clerk

APPROVED AS TO FORM:

*Lindsay McIntyne*

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Adams County Attorney's Office

BOARD OF COUNTY COMMISSIONERS,  
ARAPAHOE COUNTY, COLORADO

---

Chair

ATTEST:

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Clerk to the Board



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 9/13/2022
<b>SUBJECT:</b> Development Agreement with Denver Mart Industrial Partners JV LLLP
<b>FROM:</b> Jenni Grafton, Director; Matt Emmens, Senior Development Review Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Development Agreement with Denver Mart Industrial Partners JV LLLP for public improvements consisting of curb, gutter, sidewalk, and ADA curb ramps to support the development of the Pivot Denver Industrial Park located at the northwest corner of E. 58 <sup>th</sup> Avenue and Washington Street.

### **BACKGROUND:**

The applicant, Denver Mart Industrial Partners JV LLLP, a Colorado Limited Liability Limited Partnership, is requesting to enter into a Development Agreement with the County for the public improvements consisting of curb, gutter, sidewalk, and ADA curb ramps along E. 58<sup>th</sup> Avenue and Washington Street. The development is located at the northwest corner of E. 58<sup>th</sup> Avenue and Washington Street, and consists of four (4) lots located at 5925 and 5945 Washington Street, and 453 and 525 East 58<sup>th</sup> Avenue. The subject Development Agreement is required to ensure that public improvements associated with the development are designed and constructed in conformance with the County's Development Standards and Regulations. Exhibit "B" of the Development Agreement describes all the required public improvements to support this development.

The subject request is consistent with the requirement for approval of the Development Agreement. In addition, staff reviewed the Development Agreement and determined that the proposed improvements conform to the requirements outlined in Section 4-11-01-03-14 of the County's Development Standards and Regulations. These standards require a property owner of land abutting a constructed public right-of-way to be responsible for the construction and maintenance of curb, gutter, and sidewalk along the right-of-way adjacent to the property under development.

The Department of Community and Economic Development also reviewed construction documents associated with the development. Final acceptance of the project is contingent upon approval of the Development Agreement.

As a requirement of the Development Agreement, the Developer will furnish to the County an acceptable form of surety, releasable only by the County, to guarantee compliance with the Development Agreement. Said collateral will be in the amount of \$62,400.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works

County Attorney's Office

**ATTACHED DOCUMENTS:**

Development Agreement for Denver Mart Industrial Partners JV LLLP, a Colorado Limited Liability Limited Partnership.

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**                     **YES**                     **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY STATE OF COLORADO

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN ADAMS  
COUNTY AND DENVER MART INDUSTRIAL PARTNERS JV LLLP FOR PUBLIC  
IMPROVEMENTS AND RECEIPT OF COLLATERAL IN THE AMOUNT OF \$62,400.00

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that the Developer shall enter into a written agreement with the County prior to the installation of public and/or private improvements; and,

WHEREAS, on April 29, 2022, Denver Mart Industrial Partners JV LLLP (“Developer”), executed a replat of the Denver Mart site to reconfigure the parcels for this future development; and,

WHEREAS, the development of the Denver Mart site by the Developer necessitates public improvements as more specifically described in the Development Agreement; and,

WHEREAS, the County and the Developer desire to enter into a Development Agreement for Case Number SIA2022-00008 for public improvements; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement with Denver Mart Industrial Partners JV LLLP.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and Denver Mart Industrial Partners JV LLLP, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Agreement on behalf of the County of Adams, State of Colorado.

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between Denver Mart Industrial Partners JV LLLP, a Colorado Limited Liability Limited Partnership qualified to do business in Colorado (“Developer”), whose address is 4221 Brighton Blvd, Denver, CO 80216 and the Board of County Commissioners of the County of Adams, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit “A” attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit “B” attached hereto, and by this reference made a part hereof (“Improvements”).
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit “B” for approval by the County. Upon request, the Developer shall furnish one set of reproducible “as built” drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit “B”.
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within “construction completion date” appearing in Exhibit “B”. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B”. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$49,920, including twenty percent (20%) in the amount of \$9,984 to cover administration and five percent (5%) in the amount of \$2,496 per year for the term of the Agreement to cover inflation, equating to a total collateral in the amount of \$62,400. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County’s Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.



Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to the issuance of construction permits and building permits. No Certificates of Occupancy shall be issued until the Public Improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.**

Public Improvements: Improvements to include new right of way 5-foot sidewalks and handicap ramps.

See Exhibit "B" for description, location and estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Public Right of Way was dedicated via Mapleton Addition Amendment No. 7, recorded on May 4<sup>th</sup>, 2022 with reception #2022000040186.

10. **Default by Developer.** A default by the Developer shall exist if (a) Developer fails to construct the Subdivision Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.
  - A. **Remedies of County.** If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time specified by the County, the County shall be entitled to (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.
  - B. **County Right to Completion of Subdivision Improvements.** The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:

- a. The County shall have the right to complete the Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise.

C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the Plans and the other Requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

Name/s  
Denver Mart Industrial Partners JV LLLP

By: \_\_\_\_\_  
Jason J. Miller, Authorized Signatory

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$62,400.00. No construction or building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. No certificates of occupancy shall be issued until the improvements described in Exhibit B have been preliminarily accepted by the Department of Public Works.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

# PIVOT DENVER DEVELOPMENT AGREEMENT

## LIST OF EXHIBITS TO THE AGREEMENT

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Exhibit A:           Legal Description

Exhibit B:           ROW Improvement Drawings

Exhibit B-1         Opinion of Estimated Costs

Exhibit B-2         ROW Improvement Completion Date

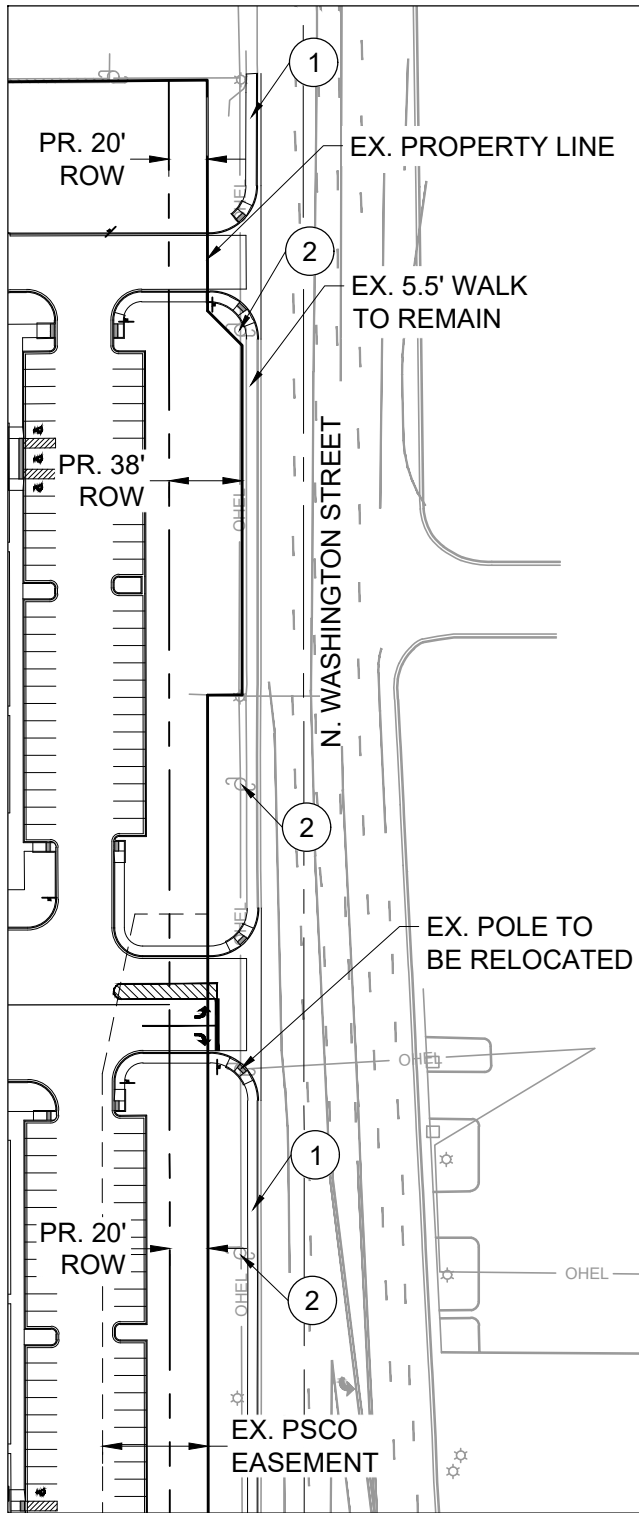
Initials or Signature of Developer: \_\_\_\_\_

\_\_\_\_\_

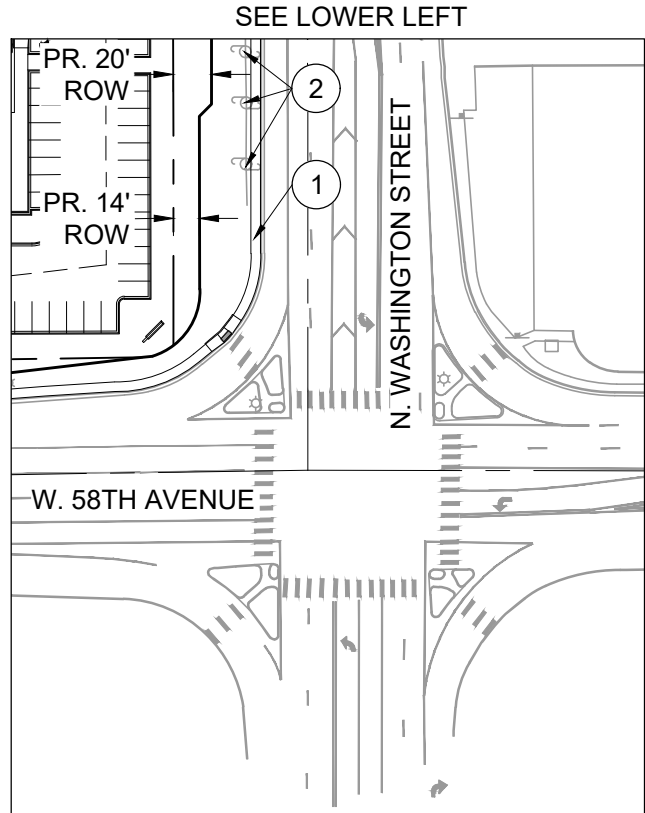
**PIVOT DENVER  
DEVELOPMENT AGREEMENT  
EXHIBIT A – LEGAL DESCRIPTION**

Lot 1 Block 1, Lot 2 Block 1 and Lot 3 Block 1 of Mapleton Addition Amendment No. 7.

# EXHIBIT B - N. WASHINGTON STREET IMPROVEMENTS

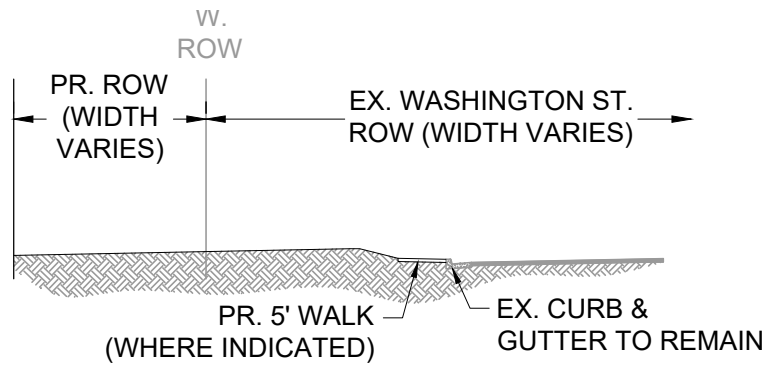


SEE UPPER RIGHT



**KEYNOTES:**

- ① 5' WALK
- ② OVERHEAD UTILITY TO REMAIN



HR GREEN Xrefs: 01-XC-DSGN; 01-XV-SURVEY; 01-XC-ROW



HRGreen.com

N. WASHINGTON STREET  
EXHIBIT  
PIVOT DENVER

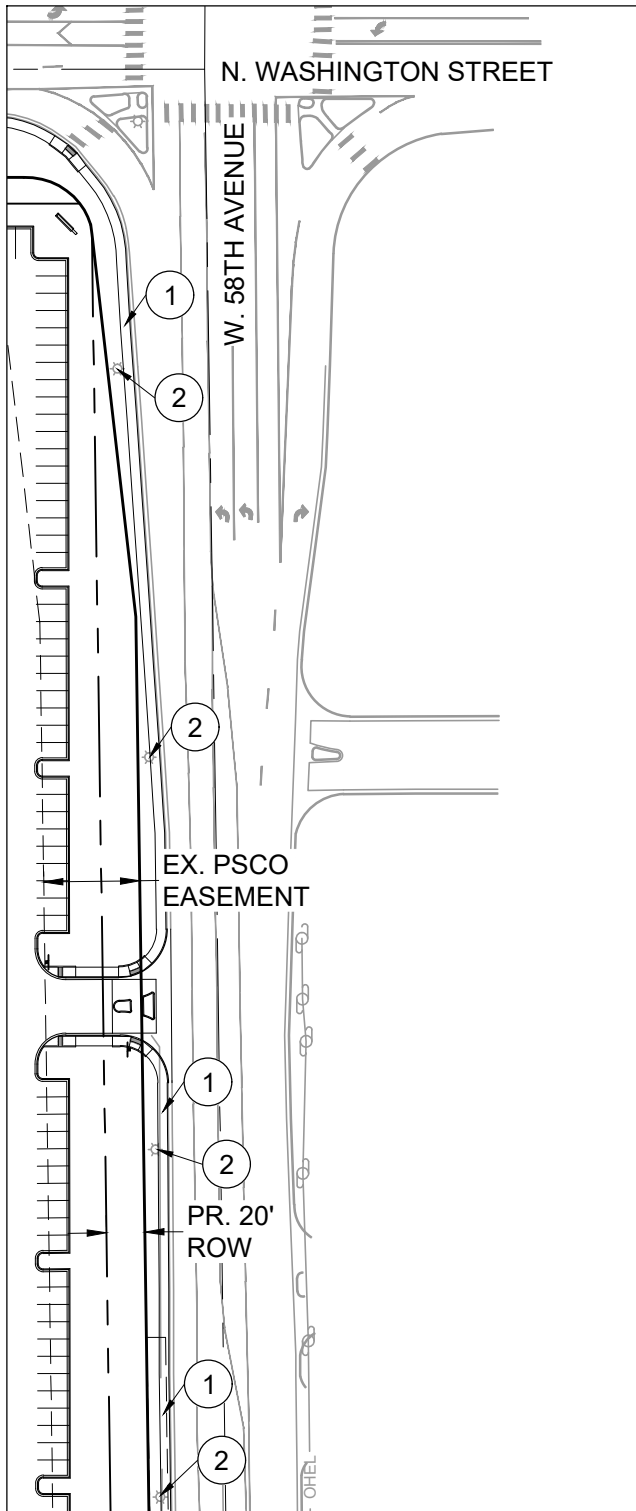
SHEET

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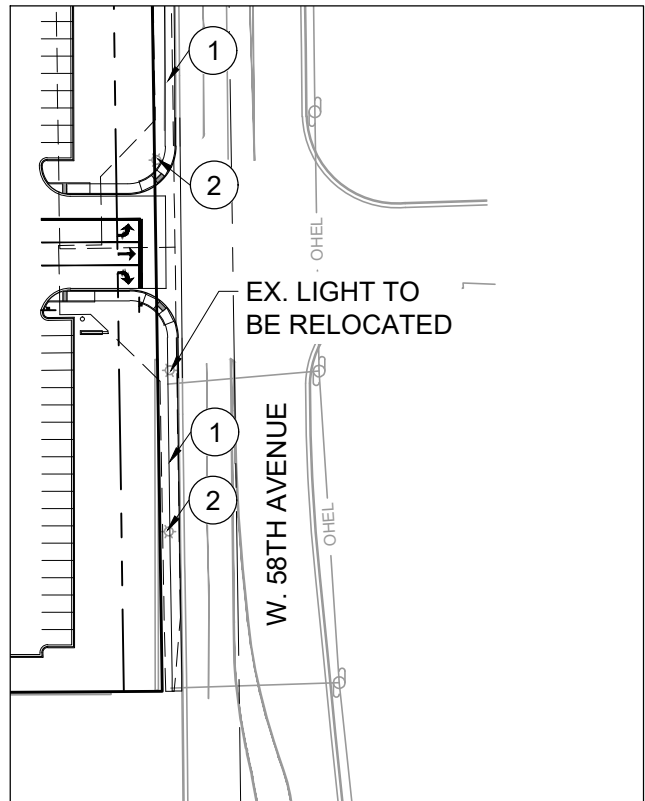
SCALE: 1" = 100'  
DATE: 04/19/22

# EXHIBIT B - W. 58TH AVENUE IMPROVEMENTS

SEE LOWER LEFT

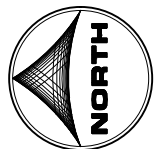
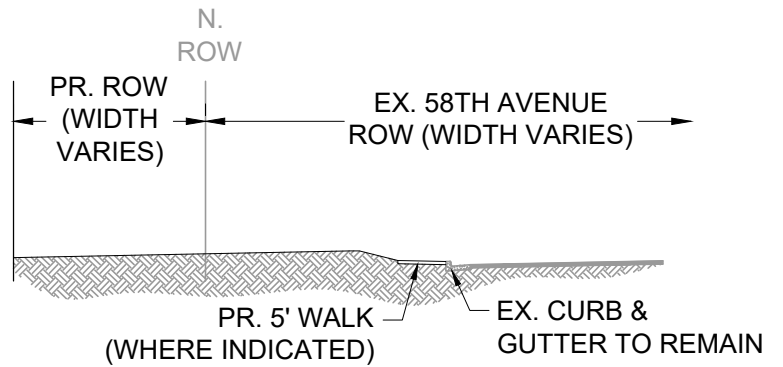


SEE UPPER RIGHT



**KEYNOTES:**

- ① 5' WALK
- ② OVERHEAD UTILITY TO REMAIN



HR GREEN Xrefs: 01-XC-DSGN; 01-XV-SURVEY; 01-XC-ROW



HRGreen.com

W. 58TH AVENUE  
EXHIBIT  
PIVOT DENVER

SHEET

2

SCALE: 1" = 100'  
DATE: 04/19/22

# PIVOT DENVER

## DEVELOPMENT AGREEMENT

### EXHIBIT B1- OPINION OF COST OF WORK

---

*OPINION OF ESTIMATED COSTS WORK WITHIN THE RIGHT-OF-WAY ON WASHINGTON STREET & E. 58TH AVENUE  
(DEVELOPER COST SHARE)*

*PIVOT DENVER DEVELOPED THIS COST OPINION BASED ON DRAWINGS PRODUCED BY H.R. GREEN ENGINEERING, INC.  
REFER TO EXHIBIT B FOR SPECIFIC DRAWINGS.*

<u>N. WASHINGTON STREET</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
5'-0" Sidewalk	2,433	SF	\$ 4.93	\$ 11,995.00
City Handicap Ramps	4	EA	\$ 1,670.00	\$ 6,680.00
<u>W. 58TH AVENUE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
5'-0" Sidewalk	4,644	SF	\$ 4.93	\$ 22,895.00
City Handicap Ramps	5	EA	\$ 1,670.00	\$ 8,350.00
TOTAL COST OF IMPROVEMENTS :				\$ 49,920
<u>DEVELOPMENT AGREEMENT REQUIREMENTS</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
County Administrative Costs Contingency (20%)	20 %			\$ 9,984.00
County Inflation Contingency (5%)	5 %			\$ 2,496.00
TOTAL COUNTY CONTINGENCY :				\$ 12,480.00
<b>TOTAL</b>				<b>\$ 62,400.00</b>

**PIVOT DENVER  
DEVELOPMENT AGREEMENT  
EXHIBIT B-2 – TIME FOR COMPLETION**

Improvements shall be completed according to the terms of this agreement within no later than midnight on **December 31<sup>st</sup>, 2023**. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B”. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Community Corrections Program Facility Payments
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Community Safety & Well-Being
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Two to the Lease Agreement with Intervention Community Correction Services for Community Corrections Program services.

### **BACKGROUND:**

The County entered into a five-year master agreement with the Department of Public Safety, Division of Criminal Justice to provide Community Corrections Program services for the 17th Judicial District effective dates of July 1, 2019, through June 30, 2024. The provided funding pays for program services, correctional treatment funds and facility payments for approved community corrections clients.

A formal Request for Proposal was issued for Community Correction Program services and Lease of the Adams County Opportunity Center in November 2019. The Board of County Commissioners approved an agreement with Intervention Community Correction Services to provide the Community Correction Program Services and Lease.

It is recommended to approve Amendment Two to the Lease Agreement with Intervention Community Correction Services to extend the Lease of the Adams County Opportunity Center.

As per the Fiscal 2022/2023 Statewide Facility Payment Policy, facility payments in the not to exceed amount of \$444,000.00 to Intervention Community Correction Services by passthrough funds distributed by the Department of Public Safety.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community Safety and Well-Being

**ATTACHED DOCUMENTS:**

Resolution  
Allocation FY22-23

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 01</b>
<b>Cost Center: 9277</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5555		\$806,204.00
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$806,204.00</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7685		\$806,204.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$806,204.00</u>

**ADDITIONAL NOTES:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE LEASE AGREEMENT  
BETWEEN ADAMS COUNTY AND INTERVENTION COMMUNITY CORRECTION  
SERVICES, INC., IN THE AMOUNT OF \$444,000.00 FOR FACILITY PAYMENTS FOR  
THE 17<sup>th</sup> JUDICIAL DISTRICT

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide Community Corrections Program services to the State of Colorado’s 17<sup>th</sup> Judicial District; and,

WHEREAS, in September of 2020, the Board of County Commissioners approved a lease agreement with Intervention Community Correction Services Inc., to provide facility payments to Intervention Community Corrections Services, Inc.; and,

WHEREAS, Intervention Community Correction Services Inc., agrees to provide community correction program services, and receive the not to exceed amount of \$444,000.00 in facilities payments as outlined in the Statewide Facility Payment Policy for FY23; and,

WHEREAS, residential and non-residential Community Corrections Program services, treatment support services and facilities provide a benefit and service to the citizens of Adams County and the 17<sup>th</sup> Judicial District.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Lease Agreement between Adams County and Intervention Community Corrections Services, Inc., in the amount of \$444,000.00 for facility payments for the 17<sup>th</sup> Judicial District is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Amendment Two to the Lease Agreement with Intervention Community Correction Services, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.

# OPTION ALLOCATION LETTER

**CT #659**

<b>Date:</b> 7/1/2022	<b>Original Contract CMS #139939</b>	<b>Allocation Letter # 4</b>	<b>CMS Routing #</b>
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2022 and ending on June 30, 2023, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2022 through June 30, 2023, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$9,744,253.25 to be allocated as follows:

\$ 264,168.75 for Non-Residential Diversion services for offenders not to exceed an average of \$9.65 per day per offender; (75 Slots) and,

\$ 325,000.00 for Treatment Support and,

\$ 322,041.30 for Community Corrections Board Administration by the Contractor,

\$ 444,000.00 for Facility Payments to be disbursed as outlined in Statewide Facility Payment Policy for FY23 and,

\$5,038,708.20 for Residential services for community corrections offenders, payable at a daily community rate of \$67.67 per offender which includes performance Based Contracting of 1% that has been included in the bed rate; (202 Beds) (2 Condition of Probation IRT Bed)

\$3,350,335.00 for Residential services for community corrections offenders, payable at a daily community rate of \$67.00 per offender which includes performance Based Contracting of 0% that has been included in the bed rate; (137 Beds)

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than July 31, 2023.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2022, whichever is later.

STATE OF COLORADO  
JARED S. POLIS, GOVERNOR  
Colorado Department of Public Safety  
Stan Hilkey Executive Director

---

By: Joe Thome, Director

Date: \_\_\_\_\_

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
Tanya Olsen, Controller  
Date: \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Adams County Head Start Intergovernmental Agreement with 27J School District Regarding Colorado Preschool Program for PY 2022-2023
<b>FROM:</b> Katie McDougal, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start to enter into the Intergovernmental Agreement with 27J School District Regarding Colorado Preschool Program for PY 2022-2023

### **BACKGROUND:**

Adams County Head Start would like to enter into the Intergovernmental Agreement with 27J School District regarding Colorado Preschool Program for PY 2022-2023. Adams County Head Start will have the ability to enroll up to thirty-eight (38) student(s). For each child enrolled, 27J School District will pay to Adams County Head Start the sum of \$280 per child per month, not to exceed a total of \$106,400.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

27J School District

### **ATTACHED DOCUMENTS:**

Resolution attached

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 31
<b>Cost Center:</b> Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		\$106,400
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$106,400</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$106,400
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$106,400</u>

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY AND 27J SCHOOL DISTRICT REGARDING  
COLORADO PRESCHOOL PROGRAM FOR 2022-2023

WHEREAS, Adams County Head Start would like to enter into the attached Intergovernmental Agreement with 27J School District regarding Colorado Preschool Program; and,

WHEREAS, pursuant to the agreement, 27J School District will provide thirty-eight (38) Colorado Preschool Program slots at \$280 per month per child, not to exceed \$106,400 to Adams County Head Start to provide services for children.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and 27J School District regarding Colorado Preschool Program for 2022-2023 be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said application on behalf of Adams County.



**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND  
27J SCHOOL DISTRICT REGARDING COLORADO PRESCHOOL PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this 8th day of June 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County," and 27J Schools located at 18551 E. 160<sup>th</sup> Avenue, CO 80601, hereinafter referred to as "District".

WHEREAS, County is qualified to provide Colorado Preschool Program ("CPP") services to students within the District's service area; and,

WHEREAS, District is willing to provide County with 38 CPP openings upon the terms and conditions of this IGA.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Scope of Services.** County shall provide the services outlined in Exhibit 1, Addendum
2. **Term.** The term of this IGA shall be from August 1, 2022, through May 31, 2023.
3. **Payment.** District shall pay County as follows: \$280 per child per month ("slot") for a maximum of 38 slots – accordingly, the total payments pursuant to this IGA shall not exceed \$106,400. District shall process payments within thirty days of receipt of a valid invoice to the District's Accounts Payable office.
4. **Fund Availability.** This IGA shall not constitute a multi-year fiscal obligation and is expressly subject to annual appropriation. In the event funds are not appropriated in any fiscal year, either party may terminate this IGA.
5. **No Waiver.** Neither party gives up any rights by failing to enforce any terms of this IGA.
6. **Governmental Immunity.** The parties are governmental entities subject to the Colorado Governmental Immunity Act ("CGIA"). Nothing in this IGA shall be construed as waiving the provisions of the CGIA.
7. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be in Adams County, Colorado.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM:

*Ambrogio McIntyne*

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

DISTRICT  
ADAMS COUNTY SCHOOL DISTRICT 27J

*[Signature]*  
\_\_\_\_\_  
Early Childhood Coordinator

*6.8.22*  
\_\_\_\_\_  
Date

*NK  
6.9.22*

*(SD)  
6.21.22*

*[Signature]  
8.4.22*

Adams County School District 27J, located at 18551 E 160<sup>th</sup> Ave, Brighton, Colorado, 80601, hereinafter referred to as "District", has received funds to establish a preschool program which emphasizes the language development needs of children aged three, four, and five. The District's Board of Education determined that the District's preschool program shall be contracted out to the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County."

#### **Exhibit 1: Scope of Work**

The County shall perform the Services as follows: Pursuant to the Colorado Preschool Program Act, C.R.S. section 22-28-101 et seq. The County will provide the services consistent with generally accepted industry standards. On the effective date of this IGA, and during the term of this IGA, the County will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations.

THEREFORE, the parties agree as follows:

- I. County shall;
  - a. Determine which children are eligible for participation in the Preschool Program.
  - b. Education Program Manager who will be responsible for the monitoring of preschool classes for adherence to program standards and collection of child and program data.
  - c. Provide a developmentally appropriate preschool program addressing the first and second language development needs of the participating children. Such programs shall employ teaching strategies that fall under the Colorado Preschool Program Act and in meeting the rules and regulations promulgated by the Colorado Department of Education for the administration of preschool programs funded under the Act.
  - d. Maintain a program classroom size of no greater than sixteen (16) children. Limiting class size to 1:8 adult-child ratio.
    - Staff each classroom with two teachers with at least one teacher who must be head teacher qualified pursuant to requirements to the Colorado Department of Human Services or who has earned a Child Development Associate credential. Each teacher must have earned an Associate degree or higher in Early Childhood or be actively and continuously enrolled in an accredited early childhood program course of study. Each teacher must demonstrate competency in working with children with the kinds of needs to be addressed by this program or must be supervised by a teacher and/or the contracting preschool's director who meets these criteria.
  - e. Hold preschool classes for the equivalent of four full days, amounting at least a total of 35 weeks of instruction between August 1<sup>sts</sup> 2022 to May 31<sup>st</sup> 2023
  - f. Develop and implement an individual learning plan (ILP) set forth for each child, including teaching activities to occur in the home between the child and the child's parents and the provision of materials necessary to carry out the teaching plan.
  - g. Aid in transition and registration activities as needed.
  - h. Incorporate parents of participating children into the parent training activities of the contracting preschool.
  - i. Submit to the district's coordinator a timeline for implementation and completion of staff observations, staff evaluations, staff development trainings, parent training activities, and transitions activities by November 4, 2022.
  - j. Submit to District reports on program components as directed by the Child Find/Preschool

Coordinator.

- k. Maintain and submit to District daily attendance records for all participating children during the October and November pupil count periods in accordance with the School Finance Act of 1994, C.R.S. § 22-54-101 et seq., and in accordance with the procedures established by the District.
- l. Adhere to state licensing requirements, have and keep in force a liability insurance policy issued by a company authorized to do business in the State of Colorado or maintain membership in an authorized self-insurance pool.
- m. Assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, which, collectively prohibit discrimination on the basis of race, color, national origin, disability, sex, or age; and further, will comply with the requirements in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning the confidentiality and release of student records, and with the provisions of 20 U.S.C. § 1232 h, as reflected in District Policy JRA/JRC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation.
- n. Attend District Early Childhood Advisory Council meetings.
- o. Immediately notify District of a vacant slot. A period of thirty days shall be allowed to fill a vacant slot with payment made during that period for the slot. After thirty days, if the slot is still vacant, the District Coordinator must be contacted to assist in filling the opening.
- p. Acknowledge its receipt of funds pursuant to this IGA and District's Preschool Program when publicizing its programs or soliciting funds to support its programs.
- q. Upon the request of the District the financial records of the contracting preschool concerning this program will be available to District, and an accounting of the expenditure of District monies may be required.
- r. Not supplant monies available to fund other services provided by the contracting preschool.
- s. Conduct a minimum of three scheduled parent contacts each year, utilizing appropriate linguistic and cultural strategies. The first contact shall be related to the mutual development of an individual learning plan (ILP), will occur, and monitored by November 13, 2022.  
The second contact shall be related to data gathered through the Results Matter requirements, will occur by March 1<sup>st</sup>, 2023, and will be monitored by the district coordinator during the week of February 22, 2023. The third contact shall consist of the mutual development of an end-of-year transition plan covering either the child's transition into kindergarten or the next year of preschool, will occur by May 14, 2023, and be monitored by the district coordinator during the week of May 10, 2023,



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Adams County Head Start Intergovernmental Agreement with Adams County School District 14 Regarding Colorado Preschool Program for PY 2022-2023
<b>FROM:</b> Katie McDougal, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> NA
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution for Head Start to enter into the Intergovernmental Agreement with Adams County School District 14 Regarding Colorado Preschool Program for PY 2022-2023

### **BACKGROUND:**

Adams County Head Start would like to enter into the Intergovernmental Agreement with Adams County School District 14 regarding Colorado Preschool Program for PY 2022-2023. Adams County Head Start will have the ability to enroll up to forty-eight (48) student(s). For each child enrolled, Adams 14 School District will pay to Adams County Head Start the sum of \$400 per child per month, not to exceed a total of \$172,800.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County School District 14

### **ATTACHED DOCUMENTS:**

Resolution attached

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

**Fund:** 31

**Cost Center:** Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5660		\$172,800
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b><u>\$172,800</u></b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$172,800
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b><u>\$172,800</u></b>

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY AND ADAMS COUNTY SCHOOL DISTRICT 14  
REGARDING COLORADO PRESCHOOL PROGRAM FOR 2022-2023

WHEREAS, Adams County Head Start would like to enter into the attached Intergovernmental Agreement with Adams County School District 14 regarding Colorado Preschool Program; and,

WHEREAS, pursuant to the agreement, Adams County School District 14 will provide forty-eight (48) Colorado Preschool Program slots at \$400 per child per month, not to exceed \$172,800 to Adams County Head Start to provide services for children; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and Adams County School District 14 regarding Colorado Preschool Program for 2022-2023 be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND  
ADAMS COUNTY SCHOOL DISTRICT 14 REGARDING COLORADO  
PRESCHOOL PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT ("IOA") is entered into this 25<sup>th</sup> day of July 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County," and Adams County School District 14, located at 5291 E. 60th Ave., Commerce City, Colorado, 80022, hereinafter referred to as "District".

WHEREAS, the County is qualified to provide Colorado Preschool Program ("CPP") services to students within the District's service area; and,

WHEREAS, the District has determined that a need exists to retain County to provide CPP services; and,

WHEREAS, District is willing to provide County with CCP openings upon the terms and conditions of this IGA; and,

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. Scope of Services. County shall provide the services outlined in Exhibit 1, Addendum.
2. Term. The term of this IGA shall be from September 1, 2022 to May 31, 2023.
3. Payment. District shall pay County as follows: \$400 per child per month ("slot") for a maximum of 48 in-person slots -accordingly, the total payments pursuant to this IGA shall not exceed \$172,800. District shall process payments within thirty days of receipt of a valid invoice to the District's Accounts Payable office.
4. Fund Availability. This IGA shall not constitute a multi-year fiscal obligation and is expressly subject to annual appropriation. In the event funds are not appropriated in any fiscal year, either party may terminate this IGA.
5. No Waiver. Neither party gives up any rights by failing to enforce any terms of this IGA.
6. Governmental Immunity. The parties are governmental entities subject to the Colorado Governmental Immunity Act ("CGIA"). Nothing in this IGA shall be construed as waiving the provisions of the CGIA.
7. Jurisdiction and Venue. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be in Adams County,



8. **Integration of Understanding.** This IGA contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
9. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
10. **Parties Interested Herein.** Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this IGA. All covenants, terms, conditions, and provisions in this IGA shall be for the sole and exclusive benefit of County and District.
11. **Severability.** If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of the IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
12. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.
13. **Insurance.** The parties are governmental entities, insured in compliance with the requirements of the Colorado Governmental Immunity Act. During the term of this IGA the parties shall maintain such insurance. Once this Agreement becomes effective, County shall promptly provide District with certificates of insurance evidencing each of the types and amounts specified below:
  - a. Comprehensive Liability Insurance with limits (which may be extended with an umbrella policy) of not less than \$2,000,000 for each occurrence, \$5,000,000 annual aggregate, and \$1,000,000 for bodily injury or property damage, and \$10,000 for medical expenses for any one person.
  - b. Automobile Liability Insurance in those instances where County uses an automobile, regardless of ownership, for the performance of Services.
14. **No Agency Created.** The parties agree and understand that no authority exists through this Agreement permitting either to enter into any third-party contract, assume any obligation, or make any representation to third parties on behalf of; or which may bind the other.
15. **Assignment Prohibited.** The Parties agree that none of the rights or obligations under the Agreement shall be assigned without prior written approval of both Parties.

Signature page follows:

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

COUNTY:  
BOARD OF COUNTY  
COMMISSIONERS ADAMS  
COUNTY, COLORADO

Approved as to Form:

*Amaya Melnyne*

Assistant County Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM CLERK AND RECORDER

\_\_\_\_\_  
Deputy Clerk

DISTRICT:  
ADAMS COUNTY SCHOOL DISTRICT 14

Recommended by:

DocuSigned by:  
*Douglas Moss* 07/27/2022  
1869880E8210434...

Chief Financial Officer

Date

DocuSigned by:  
*Shelagh Burke* 07/27/2022  
3A881EAFBEE14B3...

*NK*  
*AS*  
*(SD)*



Adams County School District 14, located at 5291 E. 60th Ave., Commerce City, Colorado, 80022, hereinafter referred to as "District", has received funds to establish a preschool program which emphasizes the language development needs of children aged three, four, and five. In accordance with the recommendation of the District Preschool Advisory Council, known as, Adams 14 Early Childhood Council and the authority vested in it pursuant to C.R.S. section 22-28-109, the District's Board of Education determined that the District's preschool program shall be contracted out to the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County."

**Exhibit 1: Scope of Work**

The County shall perform the Services as follows: Pursuant to the Colorado Preschool Program Act, C.R.S. section 22-28-101 et seq. The County will provide the services consistent with generally accepted industry standards. On the effective date of this IOA, and during the term of this IOA, the County will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations.

THEREFORE, the parties agree as follows:

- I. County shall;
  - a. Determine which children are eligible for participation in the Preschool Program.
  - b. Employ a Program Coordinator who will be responsible for the monitoring of preschool classes for adherence to program standards and collection of child and program data.
  - c. Provide a developmentally appropriate preschool program addressing the first and second language development needs of the participating children. Such programs shall employ teaching strategies included in District's application for funding under the Colorado Preschool Program Act and in meeting the rules and regulations promulgated by the Colorado Department of Education for the administration of preschool programs funded under the Act.
  - d. Maintain a program classroom size of no greater than sixteen (16) children. Limiting class size to 1:8 adult-child ratio.
    - Staff each classroom with two teachers with at least one teacher who must be head teacher qualified pursuant to requirements to the Colorado Department of Human Services or who has earned a Child Development Associate credential. Each teacher must have earned an Associate's degree or higher in Early Childhood or be actively and continuously enrolled in an accredited early childhood program course of study. Each teacher must demonstrate competency in working with children with the kinds of needs to be addressed by this program, or must be supervised by a teacher and/or the contracting preschool's director who meets these criteria.
  - e. Hold preschool classes for the equivalent of four half days (amounting to a minimum of eleven hours and/or a total of 360 hours over the contact period) each week from September 1, 2022 to May 31, 2023.
  - f. Develop and implement an individual learning plan (ILP) set forth for each child, including teaching activities to occur in the home between the child and the child's parents and the provision of materials necessary to carry out the teaching plan. Individual teaching plans must be completed and implemented by January 6, 2023 and submitted to the District's

Child Find and CPP Preschool Coordinator for review on that date.

- g. Provide assistance in transition and registration activities as needed.
- h. Incorporate parents of participating children into the parent training activities of the contracting preschool.
- i. Submit to the district's coordinator a timeline for implementation and completion of staff observations, staff evaluations, staff development training, parent training activities, and transitions activities by November 4, 2022.
- j. Submit to District reports on program components as directed by the Child Find/Preschool Coordinator.
- k. Maintain and submit to District daily attendance records for all participating children during the October and November pupil count periods in accordance with the School Finance Act of 1994, C.R.S. § 22-54-101 et seq., and in accordance with the procedures established by the District.
- l. Adhere to state licensing requirements, have and keep in force a liability insurance policy issued by a company authorized to do business in the State of Colorado or maintain membership in an authorized self-insurance pool.
- m. Assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, which, collectively prohibit discrimination on the basis of race, color, national origin, disability, sex, or age; and further, will comply with the requirements in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning the confidentiality and release of student records, and with the provisions of 20 U.S.C. § 1232 h, as reflected in District Policy JRA/JRC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation.
- n. Attend monthly District Early Childhood Advisory Council meetings.
- o. Immediately notify the District of a vacant slot. A time period of thirty days shall be allowed to fill a vacant slot with payment made during that period for the slot. After thirty days, if the slot is still vacant, the District Coordinator must be contacted to assist in filling the opening.
- p. Acknowledge its receipt of funds pursuant to this IOA and District's Preschool Program when publicizing its programs or soliciting funds to support its programs.
- q. Upon the request of the District the financial records of the contracting preschool concerning this program will be available to the District, and an accounting of the expenditure of District monies may be required.
- r. Not supplant monies available to fund other services provided by the contracting preschool.
- s. Conduct a minimum of three scheduled parent contacts each year, utilizing appropriate linguistic and cultural strategies. The first contact shall be related to the mutual development of an individual learning plan (ILP), will occur and be monitored by November 18, 2022.

The second contact shall be related to data gathered through the Results Matter requirements, will occur by February 24, 2023, and will be monitored by the district coordinator during the week of February 21, 2022. The third contact shall consist of the mutual development of an end-of-year transition plan covering either the child's transition into kindergarten or the next year of preschool, will occur by May 19, 2023, and be monitored by the district coordinator during the week of May 8, 2023.

Vendor: \_\_\_\_\_

District: Shelagh Burke

07/27/2022



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Acceptance of a Warranty Deed from Dmitriy Tanas for right-of-way purposes for Clayton Street
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director, Jen Rutter, Planning and Development Manager; David Dittmer Right-of-Way Agent
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the acceptance of a Warranty Deed from Dmitriy Tanas for right-of-way purposes for Clayton Street.

**BACKGROUND:**

The owner of the property located in the South half of the North half of the South half of the Southwest quarter of the Northwest quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian has provided the dedication of right-of-way to Adams County.

The subject request is consistent with the requirement for the dedication of right-of-way pursuant to the De Tullio Exemption from Subdivision Plat with Adams County, Colorado. Staff reviewed the Warranty Deed, and it conforms to the regulations as outlined in the County’s Development Standards and Regulations.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney’s Office

**ATTACHED DOCUMENTS:**

Executed Warranty Deed from Dmitriy Tanas to Adams County  
Approved Adams County Planning Commission Resolution dated 8/11/2022  
Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A WARRANTY DEED FROM DMITRIY TANAS TO ADAMS  
COUNTY FOR RIGHT-OF-WAY PURPOSES FOR CLAYTON STREET

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Warranty Deed from Dmitriy Tanas for right-of-way purposes along property located in the South half of the North half of the South half of the Southwest quarter of the Northwest quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described in the Exhibit "A"; and,

WHEREAS, this Warranty Deed is in conjunction with the approval of a subdivision exemption plat; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Dmitriy Tanas for right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 26<sup>th</sup> day of July 2022, between DMITRIY TANAS whose legal address is 7656 York Street, Denver, CO 80229 grantor and THE COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

The East 30.00 feet of the South half of the North half of the South half of the Southwest Quarter of the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado

Dedicated for Clayton Street
Assessor's schedule or parcel number: part of 0171936200035

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2022 taxes due in 2023 which grantor agrees to pay.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

OWNER: [Signature]
Dmitriy Tanas

STATE OF COLORADO )
) §
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 26 day of July, 2022,
By Dmitriy Tanas, as Owner

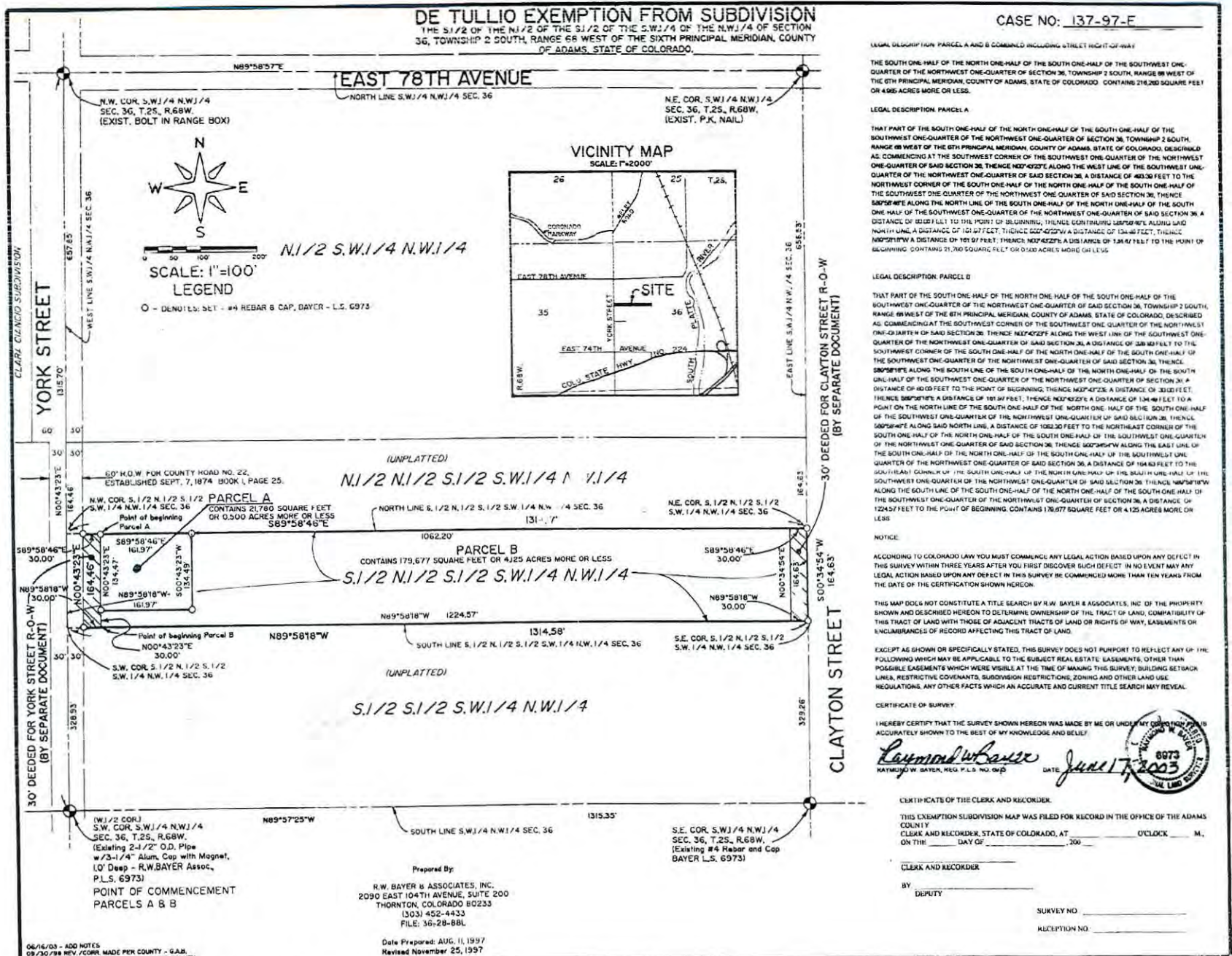
SUSAN R. SWARTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114062737
MY COMMISSION EXPIRES 09/29/2023

Witness my hand and official seal.
[Signature]
Notary Public



EXHIBIT "A"

RECORDING INFORMATION  
7/6/2022 10:00 AM  
7/6/2022 10:00 AM



**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
DMITRIY TANAS TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR  
CLAYTON STREET**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of August, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from Dmitriy Tanas, for dedication of rights-of-way being on the following described property:

See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with a Subdivision Exemption Plat for a property located in the South half of the North half of the South half of the Southwest quarter of the Northwest quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that the Warranty Deed from Dmitriy Tanas be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Acceptance of Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for Right-of-Way Purposes for E. 64 <sup>th</sup> Avenue
<b>FROM:</b> Jenni Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning and Development Manager; David Dittmer, ROW Agent
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for the dedication of right-of-way for E. 64 <sup>th</sup> Avenue to Adams County.

### **BACKGROUND:**

The owner of the property located in the Northwest Quarter of Section 1, Township 3 South, Range 64 West of the 6th Principal Meridian has divided the property by Land Survey Plat and needs to dedicate a strip of land for legal access to the newly created parcels.

The subject request is consistent with the requirement for the dedication of right-of-way. Staff reviewed the dedication of the additional right-of-way, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust to Adams County

Approved Adams County Planning Commission Resolution  
Board of County Commissioners Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A WARRANTY DEED  
FROM MEHEEN ENGINEERING CORPORATION PROFIT SHARING PLAN TRUST TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR E. 64<sup>th</sup> AVENUE

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for right-of-way purposes along property located in the Northwest Quarter of Section 1, Township 3 South, Range 64 West of the 6<sup>th</sup> Principal Meridian as described in Exhibit "A"; and,

WHEREAS, this Warranty Deed is in conjunction with a Land Survey Plat and is necessary for legal access to the created parcels; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday, the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, for right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**WARRANTY DEED**

**THIS DEED**, dated this 26 day of July 2022, between **MEHEEN ENGINEERING CORPORATION PROFIT SHARING PLAN TRUST**, whose legal address is 475 Hillside Drive, Silverthorne, CO 80498 grantor, and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

**WITNESS**, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

Dedicated for E. 64th Avenue  
Assessor's schedule or parcel number: part of 0181701200005

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2022 taxes due in 2023 which grantor agrees to pay.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

OWNER: Meheen Engineering Corporation Profit Sharing Plan Trust

*Syrus J. Meheen*  
Syrus J. Meheen, Trustee

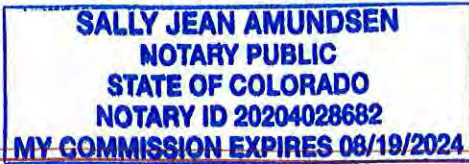
STATE OF COLORADO \_\_\_\_\_ )  
 ) §  
COUNTY OF SUMMIT \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 26 day of July, 2022,  
By Syrous J. Meheen, as Trustee of the Meheen Engineering Corporation Profit Sharing Plan Trust

My commission expires:

Witness my hand and official seal.

*Sally Jean Amundsen*  
\_\_\_\_\_  
Notary Public





Physical Address: 345 Comanche Street  
Mail to: P.O. Box 384 • Kiowa, CO 80117

Ph. 303.621.8672 • Fax 303.621.7749  
www.HighPrairieSurvey.com • info@highprairiesurvey.com

# EXHIBIT

” A ”

## DEED FROM MEHEEN ENGINEERING CORPORATION TO THE COUNTY OF ADAMS, STATE OF COLORADO

### PROPERTY DESCRIPTION

#### TRACT A:

A TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 3 SOUTH,  
RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE  
OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1,  
AND CONSIDERING THE SOUTH LINE OF SAID SECTION 1 TO BEAR  
S88°26'57"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE  
THERETO;

THENCE S88°26'57"E, ALONG THE SOUTH LINE OF SAID SECTION  
1, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING S88°26'57"E, ALONG SAID SOUTH LINE, A  
DISTANCE OF 2628.36 FEET TO THE SOUTH QUARTER CORNER  
OF SAID SECTION 1; THENCE N00°19'08"E, ALONG THE EAST LINE  
OF THE WEST HALF OF SAID SECTION 1, A DISTANCE OF 40.01  
FEET; THENCE N88°26'57"W, PARALLEL WITH SAID SOUTH LINE, A  
DISTANCE OF 2628.18 FEET TO A POINT 40 FEET EAST OF THE  
WEST LINE OF SAID SECTION 1; THENCE S00°35'08"W, PARALLEL  
WITH THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 40.01  
FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 2.39 ACRES, MORE OR LESS.

#### LEGAL DESCRIPTION PREPARED BY:

KEITH WESTFALL, PLS  
LAND SURVEYOR NO. 30127  
FOR AND ON BEHALF OF:  
ADAMS COUNTY, COLORADO

EXHIBIT "B" ATTACHED AND HEREBY MADE A PART THEREOF.



DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE  
AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND  
OPINION.

Reference:	Revision Date:	07/20/2022
	Date:	07/01/2022 CRR
	Client:	MEHEEN ENGINEERING CORPORATION
	SHEET 1 OF 2	Job # 18305-EX2

# EXHIBIT "B"



DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

<b>Date:</b> 07/01/2022	CRR
<b>Client:</b> MEHEEN ENGINEERING CORPORATION	
SHEET 2 OF 2 <b>Job #</b> 18305-EX2	



**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
MEHEEN ENGINEERING CORPORATION PROFIT SHARING PLAN TRUST TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR E. 64TH AVENUE**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, for dedication of right-of-way being on the following described property:

See Legal Description as set forth in Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the need for legal access to property platted by a Land Survey Plat located in the Northwest quarter of Section 1, Township 3 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that the Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Acceptance of Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for Right-of-Way Purposes for E. 72 <sup>nd</sup> Avenue
<b>FROM:</b> Jenni Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning and Development Manager; David Dittmer, ROW Agent
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for the dedication of right-of-way for E. 72 <sup>nd</sup> Avenue to Adams County.

### **BACKGROUND:**

The owner of the property located in the Northwest Quarter of Section 1, Township 3 South, Range 64 West of the 6th Principal Meridian has divided the property by Land Survey Plat and needs to dedicate a strip of land for legal access to the newly created parcels.

The subject request is consistent with the requirement for the dedication of right-of-way. Staff reviewed the dedication of the additional right-of-way, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust to Adams County

Approved Adams County Planning Commission Resolution  
Board of County Commissioners Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

**RESOLUTION ACCEPTING A WARRANTY DEED  
FROM MEHEEN ENGINEERING CORPORATION PROFIT SHARING PLAN TRUST  
TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR E. 72<sup>nd</sup> AVENUE**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for right-of-way purposes along property located in the Northwest Quarter of Section 1, Township 3 South, Range 64 West of the 6<sup>th</sup> Principal Meridian as described in Exhibit "A"; and,

WHEREAS, this Warranty Deed is in conjunction with a Land Survey Plat and is necessary for legal access to the created parcels; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday, the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, for right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.



# EXHIBIT

” A ”

## DEED FROM MEHEEN ENGINEERING CORPORATION TO THE COUNTY OF ADAMS, STATE OF COLORADO

### PROPERTY DESCRIPTION TRACT A:

A TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 3 SOUTH,  
 RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE  
 OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS  
 FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1,  
 AND CONSIDERING THE NORTH LINE OF SAID SECTION 1 TO BEAR  
 S88°53'24"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE  
 THERETO;

THENCE S88°53'24"E, ALONG SAID NORTH LINE, A DISTANCE OF  
 40.00 FEET TO THE POINT OF BEGINNING; THENCE S88°53'24"E,  
 CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 2603.60  
 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 1;  
 THENCE S00°19'08"W, ALONG THE EAST LINE OF THE WEST HALF  
 OF SAID SECTION 1, A DISTANCE OF 40.00 FEET; THENCE  
 N88°53'24"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF  
 2603.79 FEET TO A POINT 40 FEET EAST OF THE WEST LINE OF  
 SAID SECTION 1; THENCE N00°35'08"E, A DISTANCE OF 40.00  
 FEET TO THE POINT OF BEGINNING;  
 SAID TRACT CONTAINING 2.39 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
 KEITH WESTFALL, PLS  
 LAND SURVEYOR NO. 30127  
 FOR AND ON BEHALF OF:  
 ADAMS COUNTY, COLORADO

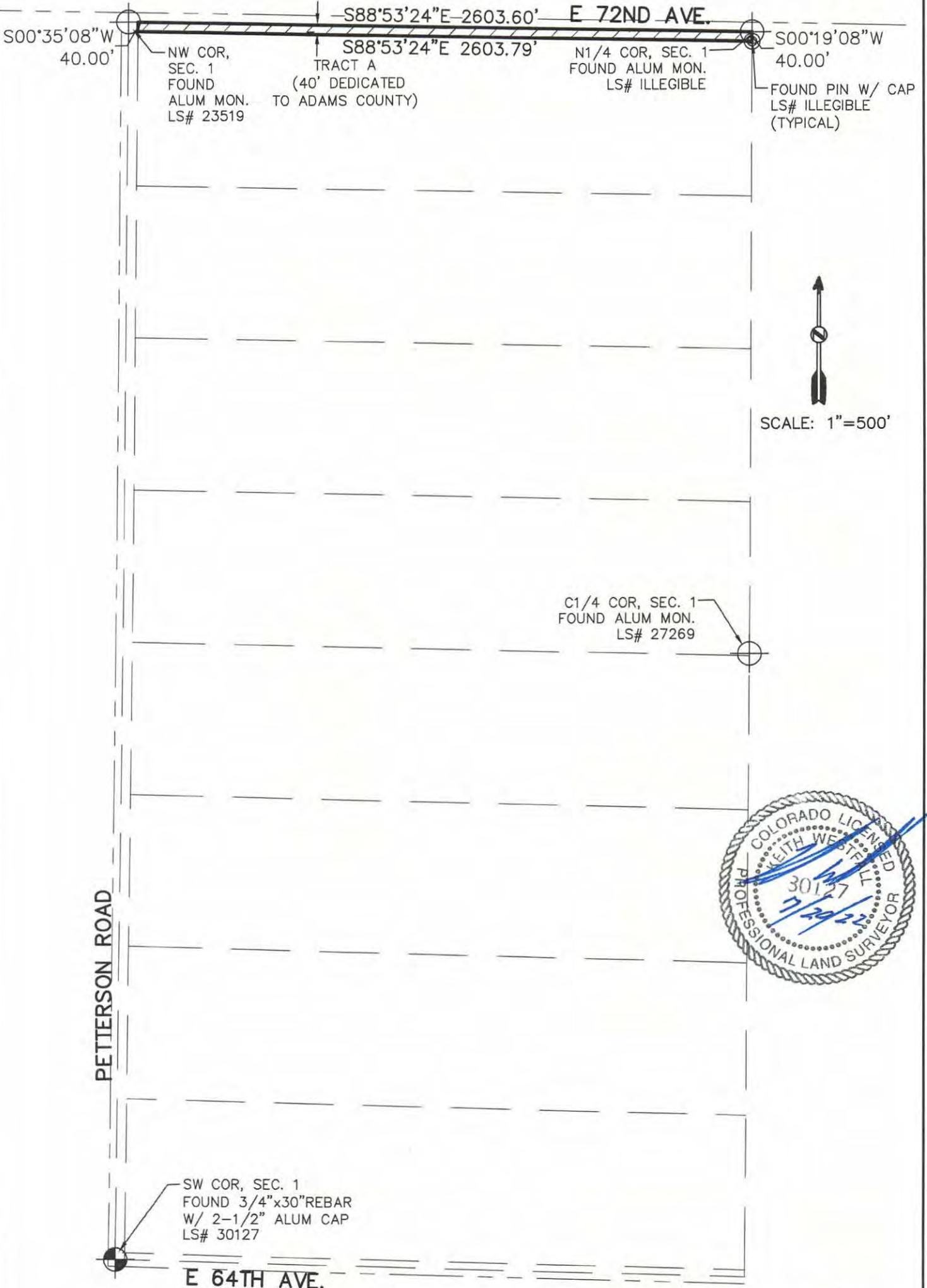
EXHIBIT "B" ATTACHED AND HEREBY MADE A PART THEREOF.



Reference:	Revision Date:	07/20/2022
	Date:	07/01/2022 CRR
	Client:	MEHEEN ENGINEERING CORPORATION
		SHEET 1 OF 2 Job # 18305-EX1

DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE  
 AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND  
 OPINION.

# EXHIBIT "B"



DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

<b>Date:</b> 07/01/2022	CRR
<b>Client:</b>	MEHEEN ENGINEERING CORPORATION
SHEET 2 OF 2	<b>Job #</b> 18305-EX1

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
MEHEEN ENGINEERING CORPORATION PROFIT SHARING PLAN TRUST TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR E. 72<sup>nd</sup> AVENUE**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, for dedication of right-of-way being on the following described property:

See Legal Description as set forth in Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the need for legal access to property platted by a Land Survey Plat located in the Northwest quarter of Section 1, Township 3 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that the Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. Du Priest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Acceptance of Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for Right-of-Way Purposes for Petterson Road.
<b>FROM:</b> Jenni Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning and Development Manager; David Dittmer, ROW Agent
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for the dedication of right-of-way for Petterson Road to Adams County.

### **BACKGROUND:**

The owner of the property located in the Northwest Quarter of Section 1, Township 3 South, Range 64 West of the 6th Principal Meridian has divided the property by Land Survey Plat and needs to dedicate a strip of land for legal access to the newly created parcels.

The subject request is consistent with the requirement for the dedication of right-of-way. Staff reviewed the dedication of the additional right-of-way, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust to Adams County

Approved Adams County Planning Commission Resolution

Board of County Commissioners Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A WARRANTY DEED  
FROM MEHEEN ENGINEERING CORPORATION PROFIT SHARING PLAN TRUST TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR PETTERSON ROAD

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust for right-of-way purposes along property located in the Northwest Quarter of Section 1, Township 3 South, Range 64 West of the 6<sup>th</sup> Principal Meridian as described in Exhibit "A"; and,

WHEREAS, this Warranty Deed is in conjunction with a Land Survey Plat and is necessary for legal access to the created parcels; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday, the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, for right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.



# EXHIBIT

” A ”

## DEED FROM MEHEEN ENGINEERING CORPORATION TO THE COUNTY OF ADAMS, STATE OF COLORADO

### PROPERTY DESCRIPTION

#### TRACT A:

A TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 3 SOUTH,  
RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE  
OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, AND  
CONSIDERING THE WEST LINE OF SAID SECTION 1 TO BEAR  
S00°35'08"W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE  
THERETO;

THENCE S00°35'08"W, ALONG THE WEST LINE OF SAID SECTION 1,  
A DISTANCE OF 5244.13 FEET TO THE SOUTHWEST CORNER OF  
SAID SECTION 1; THENCE S88°26'57"E, ALONG THE SOUTH LINE  
OF SAID SECTION 1, A DISTANCE OF 40.01 FEET; THENCE  
N00°35'08"E, PARALLEL WITH SAID WEST LINE, A DISTANCE OF  
5244.44 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION  
1; THENCE N88°53'24"W, ALONG THE NORTH LINE OF SAID  
SECTION 1, A DISTANCE OF 40.00 FEET TO THE POINT OF  
BEGINNING;

SAID TRACT CONTAINING 4.81 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
KEITH WESTFALL, PLS  
LAND SURVEYOR NO. 30127  
FOR AND ON BEHALF OF:  
ADAMS COUNTY, COLORADO

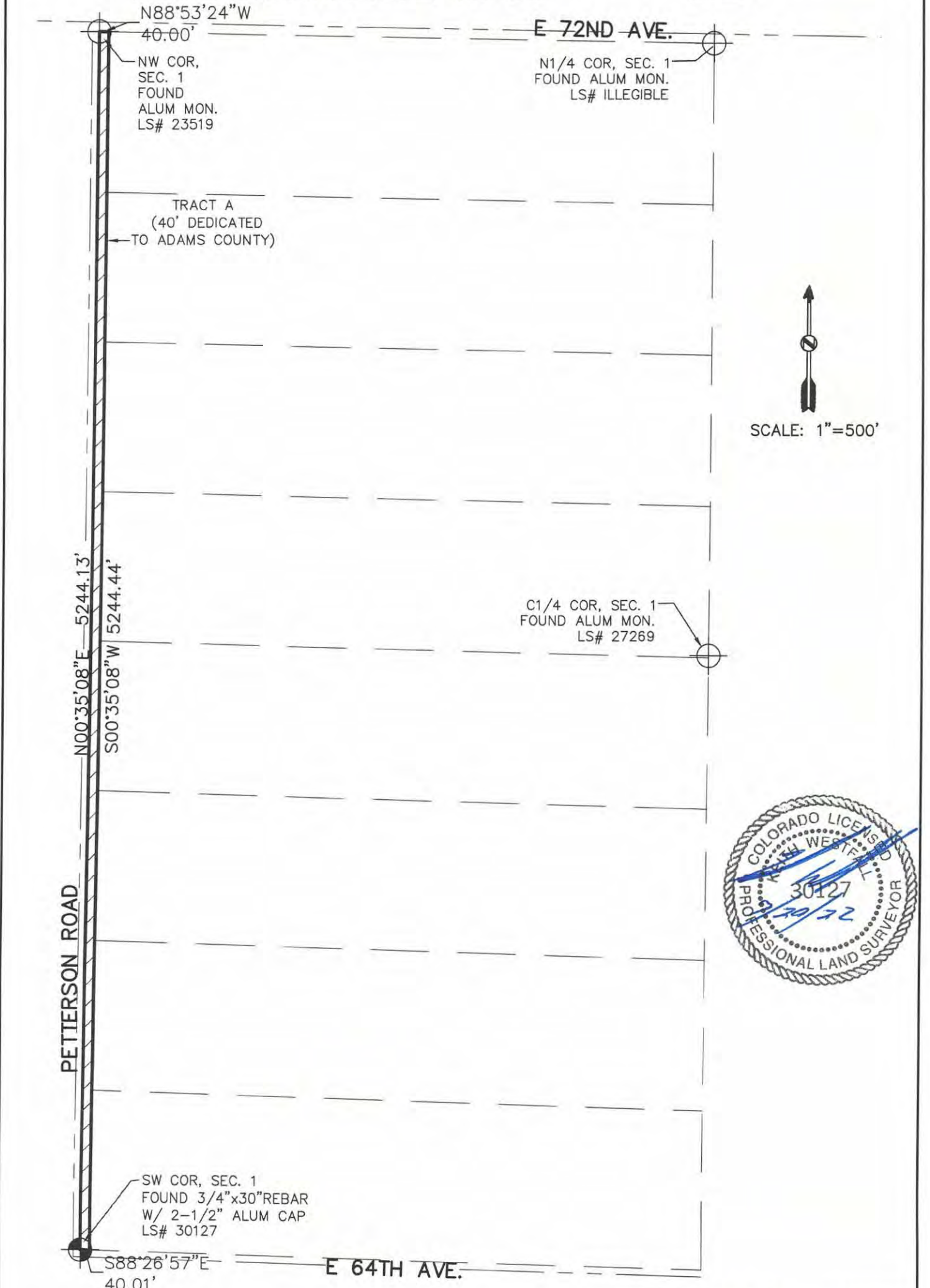
EXHIBIT "B" ATTACHED AND HEREBY MADE A PART THEREOF.



DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE  
AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND  
OPINION.

Reference:	Revision Date:	07/20/2022
	Date:	07/01/2022   CRR
	Client:	MEHEEN ENGINEERING CORPORATION
		SHEET 1 OF 2 Job # 18305-EX3

# EXHIBIT "B"



DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

<b>Date:</b> 07/01/2022	CRR
<b>Client:</b> MEHEEN ENGINEERING CORPORATION	
SHEET 2 OF 2	<b>Job #</b> 18305-EX3

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
MEHEEN ENGINEERING CORPORATION PROFIT SHARING PLAN TRUST TO  
ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR PETERSON ROAD**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, for dedication of right-of-way being on the following described property:

See Legal Description as set forth in Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the need for legal access to property platted by a Land Survey Plat located in the Northwest quarter of Section 1, Township 3 South, Range 64 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that the Warranty Deed from Meheen Engineering Corporation Profit Sharing Plan Trust, be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. Dupiest Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Acceptance of Warranty Deed from Joel Ramos for Right-of-Way Purposes
<b>FROM:</b> Jenni Hall, Director; Chase Evans, Deputy Director, Jen Rutter, Planning and Development, Manger; David Dittmer, ROW Agent
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Warranty Deed from Joel Ramos for the dedication of right-of-way to Adams County for East 96 <sup>th</sup> Avenue.

**BACKGROUND:**

The owner of the property located in the Southeast Quarter of Section 14, Township 2 South, Range 58 West of the 6th Principal Meridian has divided the property by Land Survey Plat and needs to dedicate a strip of land for legal access to the newly created parcels.

The subject request is consistent with the requirement for the dedication of right-of-way. Staff reviewed the dedication of right-of-way and it conforms to the requirements outlined in the County’s Development Standards and Regulations.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney’s Office

**ATTACHED DOCUMENTS:**

Executed Warranty Deed from Joel Ramos to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners Resolution



**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A WARRANTY DEED  
FROM JOEL RAMOS TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR  
EAST 96<sup>TH</sup> AVENUE

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Warranty Deed from Joel Ramos for right-of-way purposes along property located in the Southeast Quarter of Section 14, Township 2 South, Range 58 West of the 6<sup>th</sup> Principal Meridian as described the Exhibit "A" of the Warranty Deed; and,

WHEREAS, this dedication of right-of-way is in conjunction with a Land Survey Plat and is necessary for legal access to the created parcels; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday, the 28th day of July 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Joel Ramos, for right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**WARRANTY DEED**

**THIS DEED**, dated this 14 day of July 2022, between the **JOEL RAMOS**, whose legal address is 1459 4<sup>th</sup> Avenue, Deer Trail, CO 80105, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

**WITNESS**, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for E. 96<sup>th</sup> Avenue

Assessor's schedule or parcel number: 0173914400004

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2022 taxes due in 2023 which grantor agrees to pay.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

OWNER:

By: [Signature]  
Joel Ramos

MADISON METZGER HAMACHER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204027754  
MY COMMISSION EXPIRES AUGUST 12, 2024

STATE OF COLORADO CO )  
  )§  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 14 day of July, 2022,  
By Joel Ramos, as owner

My commission expires: August 12, 2024

Witness my hand and official seal.  
[Signature]  
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

# EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 58 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO BEAR SOUTH 01°14'47" EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 88°27'24" WEST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 14, A DISTANCE OF 2020.06 FEET; THENCE NORTH 01°14'45" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 88°27'24" EAST, PARALLEL WITH AND 30.00 FEET NORTHERLY FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 14, A DISTANCE OF 2020.06 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH 01°14'47" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 60,602 SQUARE FEET OR 1.39 ACRES, MORE OR LESS.

PREPARED BY: CURTIS D. HOOS, PLS 37971  
FOR AND ON BEHALF OF:  
AMERICAN WEST LAND SURVEYING CO.  
BRIGHTON, CO 80601



NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

JOEL RAMOS

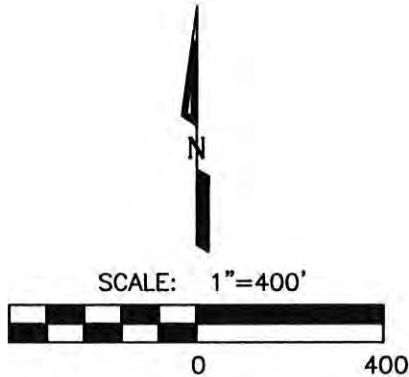
DRAWN BY: CDH

FIELD: CDH

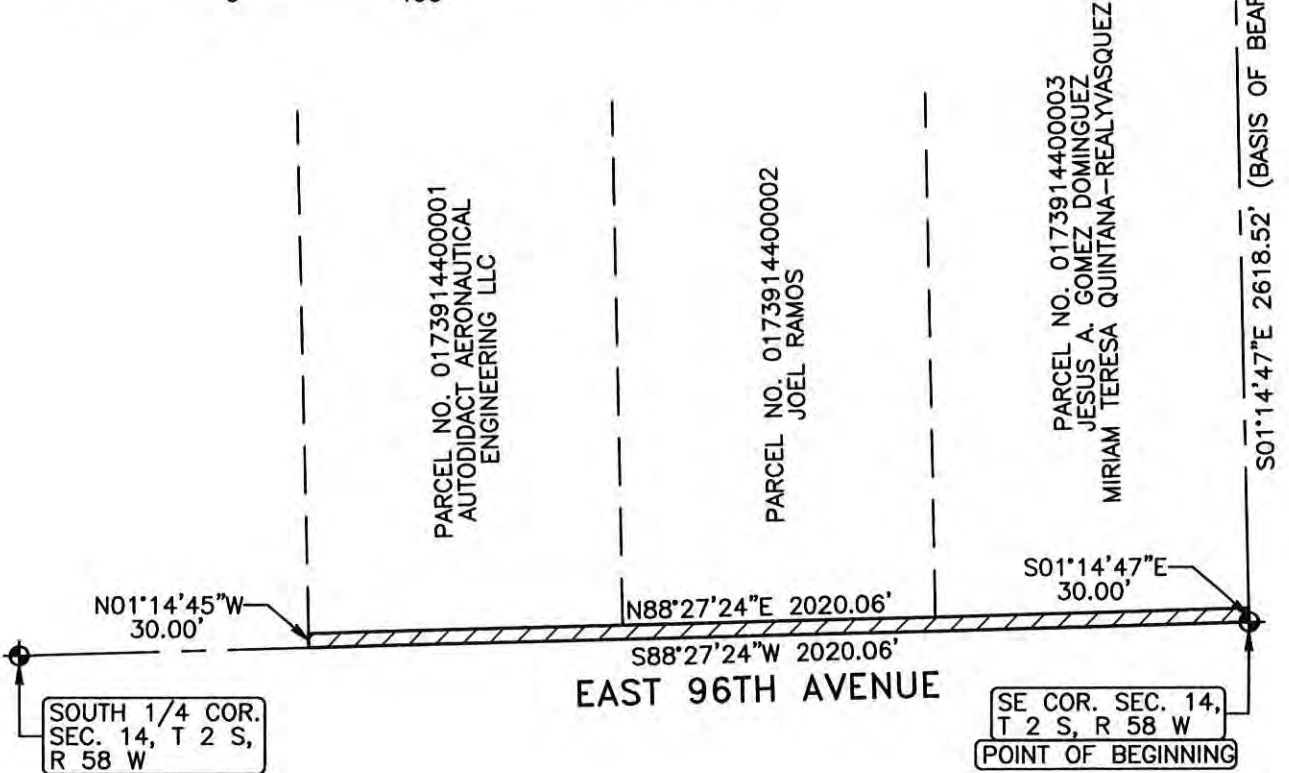
JUNE 29, 2022

PAGE 1 OF 2

ILLUSTRATION FOR  
**EXHIBIT "A"**



EAST 1/4 COR.  
SEC. 14, T 2 S,  
R 58 W



NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

JOEL RAMOS

DRAWN BY: CDH  
FIELD: CDH  
JUNE 29, 2022  
PAGE 2 OF 2

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
JOEL RAMOS TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES ALONG E.  
96<sup>TH</sup> AVENUE**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28<sup>th</sup> day of July, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from Joel Ramos, for dedication of rights-of-way being on the following described property:

See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with a Land Survey Plat for a property located in the Southeast quarter of Section 14, Township 2 South, Range 58 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that the Warranty Deed from Joel Ramos be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. Dupriest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Acceptance of Permanent Drainage Easement from BZ Properties, LLC
<b>FROM:</b> Jenni Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning and Development Manager; David Dittmer, ROW Agent; Eden Steele, Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the dedication of a Permanent Drainage Easement from BZ Properties, LLC to Adams County for stormwater drainage purposes.

### **BACKGROUND:**

The owner of the property located in the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian has completed an engineering review and building permit associated with the Parcel No. 0182510100005. Pursuant to these applications, the dedication of a Permanent Drainage Easement was requested by Adams County for stormwater drainage purposes.

The subject request is consistent with the requirement for the dedication of a Permanent Drainage Easement. Staff reviewed the dedication of the Permanent Drainage Easement for the development of the property, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Permanent Drainage Easement from BZ Properties, LLC to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT  
FROM BZ PROPERTIES, LLC, TO ADAMS COUNTY FOR STORM WATER DRAINAGE  
PURPOSES

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from BZ Properties, LLC, for property located in the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described in the attached Permanent Drainage Easement; and,

WHEREAS, this Permanent Drainage Easement is in conjunction with a building permit and engineering review; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday, the 11<sup>th</sup> day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from BZ Properties, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **BZ PROPERTIES, LLC**, whose legal address is 4810 Malibu Drive, Berthoud, Colorado, 80513, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **COUNTY OF ADAMS, STATE OF COLORADO**, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 29<sup>th</sup> day of July, 2022.

OWNER: BZ PROPERTIES, LLC

By: [Signature]  
Mathew L. Rauh, V.

STATE OF COLORADO \_\_\_\_\_ )  
COUNTY OF Boulder \_\_\_\_\_ ) §

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2022 by Mathew L. Rauh, V., as Owner of BZ Properties, LLC

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

[Signature]  
Notary Public

My commission expires: 03-10-2026.



# STORM WATER EASEMENT

## EXHIBIT A

### LEGAL DESCRIPTION

COMMENCING AT A POINT DESCRIBED AS AND BEING THE NORTH 1/16 C-C, SECTION 10, LYING WITHIN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH P.M./.,

THENCE N89°36'01"E, ALONG THE NORTH LINE OF N 1/2 SW 1/4 NE 1/4 OF SAID SECTION 10, A DISTANCE OF 54.81 FEET;

THENCE 500°00'00"E A DISTANCE OF 45.02 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2018000089222;

THENCE N89°36'01"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 69.05 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL N89°36'01"E A DISTANCE OF 126.15 FEET;

THENCE N81°03'17"E A DISTANCE OF 33.64 FEET, TO THE WEST CORNER OF A TRIANGULAR TRACT OF LAND TO BE DEDICATED TO PUBLIC RIGHT OF WAY;

THENCE ALONG THE SOUTH LINE OF SAID TRACT, N89°36'01"E A DISTANCE OF 41.06 FEET, TO A POINT OF CURVATURE;

THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 29.50', A DELTA OF 41°03'20", AN ARC LENGTH OF 21.13' (CHORD BEARING S19°32'02"E, CHORD LENGTH 22.13');

THENCE 500°23'59"E A DISTANCE OF 1.53 FEET, TO A POINT OF CURVATURE;

THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 24.36', A DELTA OF 90°51'36", AN ARC LENGTH OF 38.64' (CHORD BEARING S45°01'09"W, CHORD LENGTH 34.71');

THENCE S89°45'56"W A DISTANCE OF 183.18 FEET;

THENCE N00°23'59"W A DISTANCE OF 39.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,507.9 SQFT. OR 0.195 ACRES MORE OR LESS.

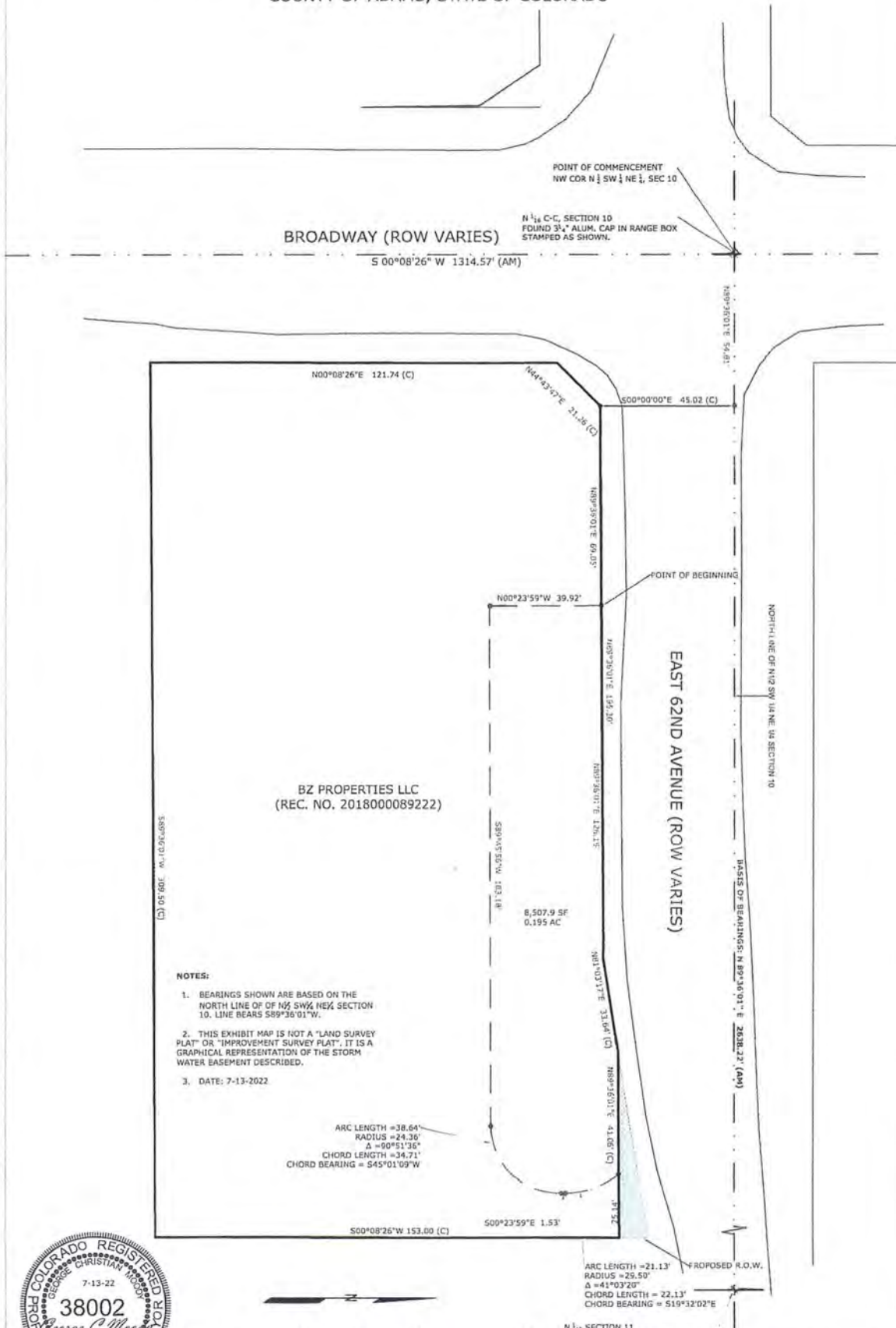
BASIS OF BEARINGS: ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF NORTH 1/2 SOUTHWEST 1/4 NORTHEAST 1/4, SECTION 10, TOWNSHIP 3 SOUTH – RANGE 68 WEST OF THE 6<sup>TH</sup> P.M., BEARING OF N89°36'01"E.

Prepared by:  
Mountain Navigation Inc  
10920 West Alameda Ave. #207  
Lakewood, CO 80226



# EXHIBIT "A" STORM WATER EASEMENT

A PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4  
OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
COUNTY OF ADAMS, STATE OF COLORADO



BROADWAY (ROW VARIES)

POINT OF COMMENCEMENT  
NW COR N 1/2 SW 1/4 NE 1/4 SEC 10

N 1/4 C-C, SECTION 10  
FOUND 3/4" ALUM. CAP IN RANGE BOX  
STAMPED AS SHOWN.

S 00°08'26" W 1314.57' (AM)

N00°08'26"E 121.74 (C)

S00°00'00"E 45.02 (C)

N00°23'59"W 39.92'

POINT OF BEGINNING

BZ PROPERTIES LLC  
(REC. NO. 2018000089222)

EAST 62ND AVENUE (ROW VARIES)

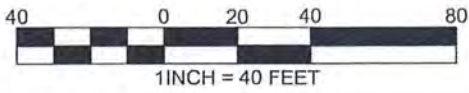
8,507.9 SF  
0.195 AC

- NOTES:
1. BEARINGS SHOWN ARE BASED ON THE NORTH LINE OF OF N 1/2 SW 1/4 NE 1/4 SECTION 10. LINE BEARS S89°36'01"W.
  2. THIS EXHIBIT MAP IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT". IT IS A GRAPHICAL REPRESENTATION OF THE STORM WATER EASEMENT DESCRIBED.
  3. DATE: 7-13-2022

ARC LENGTH = 38.64'  
RADIUS = 24.35'  
Δ = 90°51'36"  
CHORD LENGTH = 34.71'  
CHORD BEARING = S45°01'09"W

ARC LENGTH = 21.13'  
RADIUS = 25.50'  
Δ = 41°03'20"  
CHORD LENGTH = 22.13'  
CHORD BEARING = S19°32'02"E

N 1/4 SECTION 11  
FOUND 3/4" ALUM. CAP IN RANGE BOX  
STAMPED AS SHOWN:



PREPARED BY:  
MOUNTAIN NAVIGATION INC.  
10920 W. ALAMEDA AVE #207  
LAKWOOD, CO 80424  
PHONE: 303-514-6535  
EMAIL: INFO@MOUNTAINNAV.COM

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE  
EASEMENT FROM BZ PROPERTIES, LLC TO ADAMS COUNTY FOR DRAINAGE  
PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>TH</sup> day of August 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Permanent Drainage Easement from BZ Properties, LLC, for maintenance of a storm water drainage facility on the following described property:

See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Permanent Drainage Easement is on property located in the North half of the Southwest quarter of the Northeast quarter of Section 10, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Drainage Easement from BZ Properties, LLC be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. Dupriest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Dolores Maria Sanut to Adams County for road right-of-way
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. The attached resolution allows Adams County to accept the Warranty Deed.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Warranty Deed  
Planning Commission resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM  
DOLORES MARIA SANUT TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8298 Cherokee Street, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Dolores Maria Sanut, (“Parcel”); and

WHEREAS, Adams County requires ownership of the Parcel for construction of the Project; and

WHEREAS, Dolores Maria Sanut has executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Cherokee Street that complies with County standards and will benefit the citizens of Adams County; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August, 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from Dolores Maria Sanut, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**WARRANTY DEED**

**THIS DEED**, dated this 21 day of December, 2021, between **DOLORES MARIA SANUT**, whose address is 8298 Cherokee Street, Denver, Colorado 80221, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

**WITNESS**, that the grantor(s), for and in consideration of the sum of **FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$420.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: being a portion of 8298 Cherokee Street  
Assessor's schedule or parcel number: part of 0-1719-27-3-13-001

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

**DOLORES MARIA SANUT**

*Dolores Maria Sanut*

STATE OF Colorado )  
County of Adams ) §

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2021, by **DOLORES MARIA SANUT**.

Witness my hand and official seal:  
My commission expires:



*Michael P O'Gara*  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**DEED FROM DOLORES MARIA SANUT  
TO  
TO THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being the northerly 7.00 feet of the westerly 4.50 feet of Lot 1, Block 1 of the SHERRELWOOD ESTATES FILING NO. 9, a Subdivision recorded on March 29, 1966 in File No. 12 Map 7 Reception No. 182702 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being additionally described as follows:


All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;  
THENCE North 09°09'23" East a distance of 3937.79 feet to the Northwest Corner of said Lot 1, being the Point of Beginning.

THENCE South 89°59'23" East along the northerly line of said Lot 1 a distance of 4.50 feet;  
THENCE leaving said northerly line South 00°00'37" West along a line being 4.50 feet easterly of and parallel with the westerly line of said Lot 1 a distance of 7.00 feet;  
THENCE North 89°59'23" West along a line being 7.00 feet southerly of and parallel with said northerly line of Lot 1 a distance of 4.50 feet to a point on the westerly line of said Lot 1;  
THENCE North 00°00'37" East along said westerly line of Lot 1 a distance of 7.00 feet to the Point of Beginning.

Containing 32 square feet, more or less.

Legal description prepared by:

  
Jacob S. Frisch, PLS 38149  
Date: July 21, 2021  
Job No. 26320931  
For and on behalf of Merrick & Company  
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Tel: 303-751-0741

**NOTE:**

Exhibit "B" attached and hereby made a part thereof.

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS  
EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO

N00°00'37"E 7.00'

CHEROKEE ST.

POINT OF BEGINNING

W 83RD AVE.

S89°59'23"E 4.50'

S00°00'37"W 7.00'

AREA=32 SQ FT ±

N89°59'23"W 4.50'

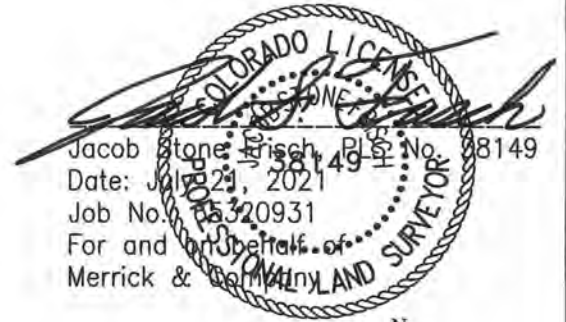
DOLORES MARIA SANUT  
LOT 1, BLOCK 1  
SHERRELWOOD ESTATES  
FILING NO. 9  
8298 CHEROKEE ST.  
PN: 1719-27-3-13-001

N09°09'23"E 3937.79'

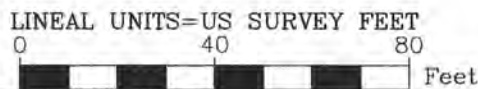
POINT OF COMMENCEMENT  
RANGE PT. AT INT. DAKIN ST. & LINDA LN.  
FOUND 1" REBAR WITH NO CAP  
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:  
S72°55'09"E 1111.25'

E'LY MOST COR.  
TRACT A BLOCK 28  
FOUND #4 REBAR  
NO CAP, FLUSH  
WITH GRASS



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



AGENDA ITEM

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED  
FROM DOLORES MARIA SANUT TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of August, 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from Dolores Maria Sanut for right-of-way purposes on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from Dolores Maria Sanut be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Acceptance of Quitclaim Deed from Furniture Row Colo, LLC, for Right-of-Way Purposes
<b>FROM:</b> Jenni Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning and Development Manager; David Dittmer, ROW Agent
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Quitclaim Deed from Furniture Row Colo, LLC, for the dedication of right-of-way to Adams County.

### **BACKGROUND:**

The owner of the property located in the Northwest Quarter of Section 15, Township 3 South, Range 68 West of the 6th Principal Meridian is dedicating the right-of-way for a new traffic signal at the corner of Broadway Street and W. 56<sup>th</sup> Avenue, due to construction and traffic concerns from the development of an adjacent site. The owner of the adjacent site was required to pay the owner of the subject site for the right-of-way to be dedicated.

The subject request is consistent with the requirement for the dedication of right-of-way. Staff reviewed the dedication of the right-of-way, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Quitclaim Deed from Furniture Row Colo, LLC to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**             **YES**             **NO**

**Future Amendment Needed:**     **YES**             **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A QUITCLAIM DEED  
FROM FURNITURE ROW COLO, LLC, TO ADAMS COUNTY FOR RIGHT-OF-WAY  
PURPOSES

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Quitclaim Deed from Furniture Row Colo, LLC for right-of-way purposes along property located in the Northwest Quarter of Section 15, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described the Exhibit "A" of the Quitclaim Deed; and,

WHEREAS, this Quitclaim Deed is in conjunction with the need for a new traffic signal at the intersection of Broadway Street and W. 56<sup>th</sup> Avenue due to development of an adjacent property; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday, the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Quitclaim Deed from Furniture Row Colo, LLC, for right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.





## EXHIBIT "A"

### DEDICATION OF RIGHT OF WAY FROM FURNITURE ROW COLO, LLC TO THE COUNTY OF ADAMS, STATE OF COLORADO

#### LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED DESCRIBED IN BOOK 5452 AT PAGE 117 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 15 AND CONSIDERING THE NORTH LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 15 TO BEAR SOUTH 89°52'40" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 56°27'23" WEST A DISTANCE OF 58.25 FEET TO A POINT ON THE EAST LINE OF SAID SPECIAL WARRANTY DEED DESCRIBED IN BOOK 5452 AT PAGE 117, AND THE **POINT OF BEGINNING**;

THENCE SOUTH 27°36'42" EAST ALONG SAID EAST LINE A DISTANCE OF 10.49 FEET;

THENCE SOUTH 85°56'38" WEST A DISTANCE OF 4.19 FEET;

THENCE NORTH 04°03'22" WEST A DISTANCE OF 9.62 FEET TO THE **POINT OF BEGINNING**.

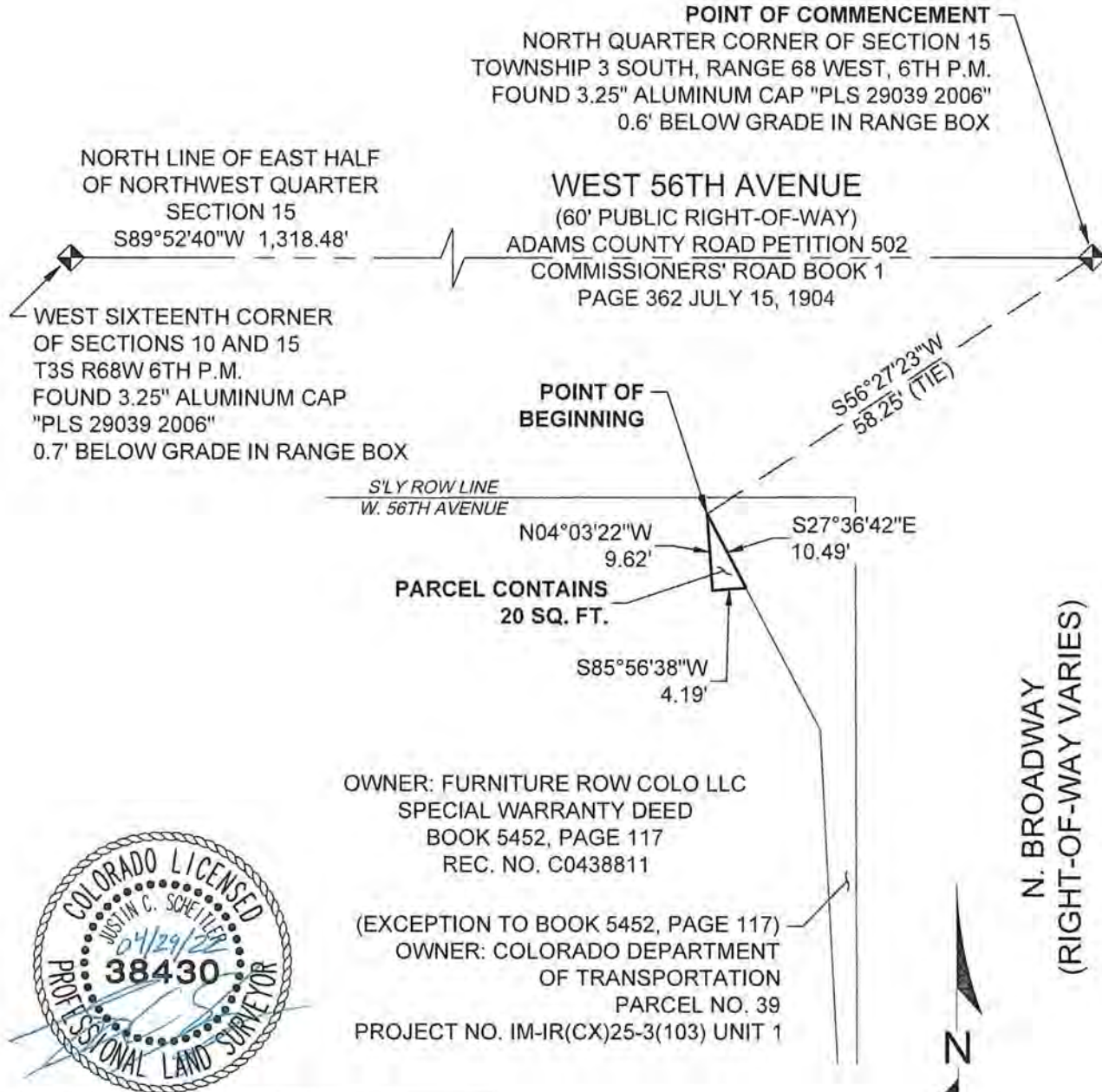
SAID PARCEL CONTAINS AN AREA OF 20 SQUARE FEET, MORE OR LESS.

I, JUSTIN C. SCHEITLER, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



JUSTIN C. SCHEITLER, P.L.S. 38430  
FOR AND ON BEHALF OF WARE MALCOMB  
900 SOUTH BROADWAY SUITE 320  
DENVER, COLORADO 80209  
P 303.561.3333

# ILLUSTRATION FOR EXHIBIT A



JUSTIN C. SCHEITLER, P.L.S. 38430  
FOR AND ON BEHALF OF WARE MALCOMB  
900 SOUTH BROADWAY SUITE 320  
DENVER, COLORADO 80209  
P 303.561.3333

**NOTE:**  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM  
FURNITURE ROW COLO, LLC. TO ADAMS COUNTY FOR RIGHT-OF-WAY  
PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Quitclaim Deed from Furniture Row Colo, LLC., for dedication of right-of-way being on the following described property:

See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Quitclaim Deed is in conjunction with the need for a new traffic signal at the intersection of Broadway St. and W. 56<sup>th</sup> Ave. due to the development of an adjacent property.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that the Quitclaim Deed from Furniture Row Colo, LLC., be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. Dupriest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution approving Right-of-Way Agreement between Adams County Your Key to Ownership, LLC, for property necessary for the ADA Transition Area III – Steele Street Improvements Project in the amount of \$20,900.00
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the ADA Transition Area III – Steele Street Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the Steele Street corridor from East Niver Creek to East 88<sup>th</sup> Avenue for the ADA Transition Area III – Steele Street Improvements Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“Improvements”) where absent. Attached is a copy of the right-of-way agreement between Adams County and Your Key to Ownership, LLC, for acquisition of the property interests in the amount of \$20,900.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-Way Agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**                     **YES**                     **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND YOUR KEY TO OWNERSHIP, LLC, FOR PROPERTY  
NECESSARY FOR THE ADA TRANSITION AREA III – STEELE STREET  
IMPROVEMENTS PROJECT IN THE AMOUNT OF \$20,900.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along ADA Transition Area III – Steele Street Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“Improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 3231 East 84<sup>th</sup> Avenue located in the Northeast Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Your Key to Ownership, LLC, (“Parcel 9”); and,

WHEREAS, Adams County requires ownership of Parcel 9 for construction of the street improvements; and,

WHEREAS, Your Key to Ownership, LLC, is willing to sell Parcel 9 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Your Key to Ownership, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## **Right-of-Way Agreement**

This Agreement is made and entered into by and between **Your Key to Ownership, LLC** whose address is **3231 E. 84<sup>th</sup> Drive, Thornton, CO 80229** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance in rights-of-way of the property described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”) for the ADA III Steele Street project (the “Project”).

The County shall pay the Owner **TWENTY-THOUSAND NINE-HUNDRED AND NO/100 DOLLARS (\$20,900.00)** (“Purchase Price”) for the Property, subject to the terms and conditions of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$8,335.00 for the conveyance of road right-of-way and \$12,565.00 for concrete paving, a retaining wall, two pine trees, and two elm trees. The Purchase Price has been agreed upon and between the parties as the total just compensation due to the Owner for the Property, including all costs and expenses, and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the authority to enter into this Agreement and convey the Property.
2. The Owner agrees to execute and deliver to the County the attached deed upon tender by the County of a warrant (check) for the Purchase Price as soon as possible following the mutual execution of this Agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the Property upon execution of this Agreement by the Owner and the County. The County and its contractors, agents, directors, employees, and all others acting by or on behalf of it, or with its permission, shall have the undisputed right to possession of the Property, and the County may use and enjoy the Property against the Owner and its respective successors and assigns and all persons claiming any right, title, or interest to the Property by and through the Owner. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner a duly executed and acknowledged deed conveying the Property.
4. The Owner agrees to pay all taxes that are due but not yet payable for the current tax year on the Property pro-rated through the date the Property is conveyed to the County, and any and all past due taxes and assessments.
5. The County through its contractor shall assure that reasonable access shall be always maintained to the Owner’s property for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
6. The County will remove a portion of concrete paving and retaining wall within the new right-of-way and remove two pine trees, and two elm trees in the new right-of-way. The County will pay the depreciated value of two storage sheds, and for fabrication of a custom-sized chain link gate affected by the acquisition. The County will pay for the relocation of the wood



fence and the chain link fence to the new property line. The County has agreed to reimburse the owner the expense of these items as noted herein and made part of this Agreement. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and is acquiring the Property for a public purpose.

7. If the Owner fails to consummate this Agreement for any reason, except the County's default, the County may at its option, enforce this Agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Property and the Project and shall be deemed a contract binding upon the Owner and the County and their successors, heirs and assigns.
9. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.
11. Each party shall pay its own attorney fees. The County shall pay all closing costs.

**Owner:**  
**Your Key to Ownership, LLC**

Name: James J. Hill

Title: Managing Member

Signature: 

Date: 7-25-22


Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

  
County Attorney

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**TEMPORARY CONSTRUCTION EASEMENT NUMBER: TCE-9**  
**DATE: SEPTEMBER 24, 2021**

**DESCRIPTION**

A temporary construction easement No. TCE-9 of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 269 sq. ft. (0.006 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Lot 1, Block 1, Riverdale Farm Residential Subdivision 2<sup>nd</sup> Filing, as described at Reception No. 2007000113073 in the Adams County Clerk and Recorder's Office, said temporary construction easement being more particularly described as follows:

BEGINNING at a point on the north line of said Lot 1, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 08°56'29" West, 285.34 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence North 89°44'58" East, a distance of 3.00 feet;
2. Thence South 00°07'57" East, a distance of 89.70 feet;
3. Thence South 89°44'59" West, a distance of 3.00 feet;
4. Thence North 00°07'57" West, a distance of 89.70 feet, more or less, to the TRUE POINT OF BEGINNING,

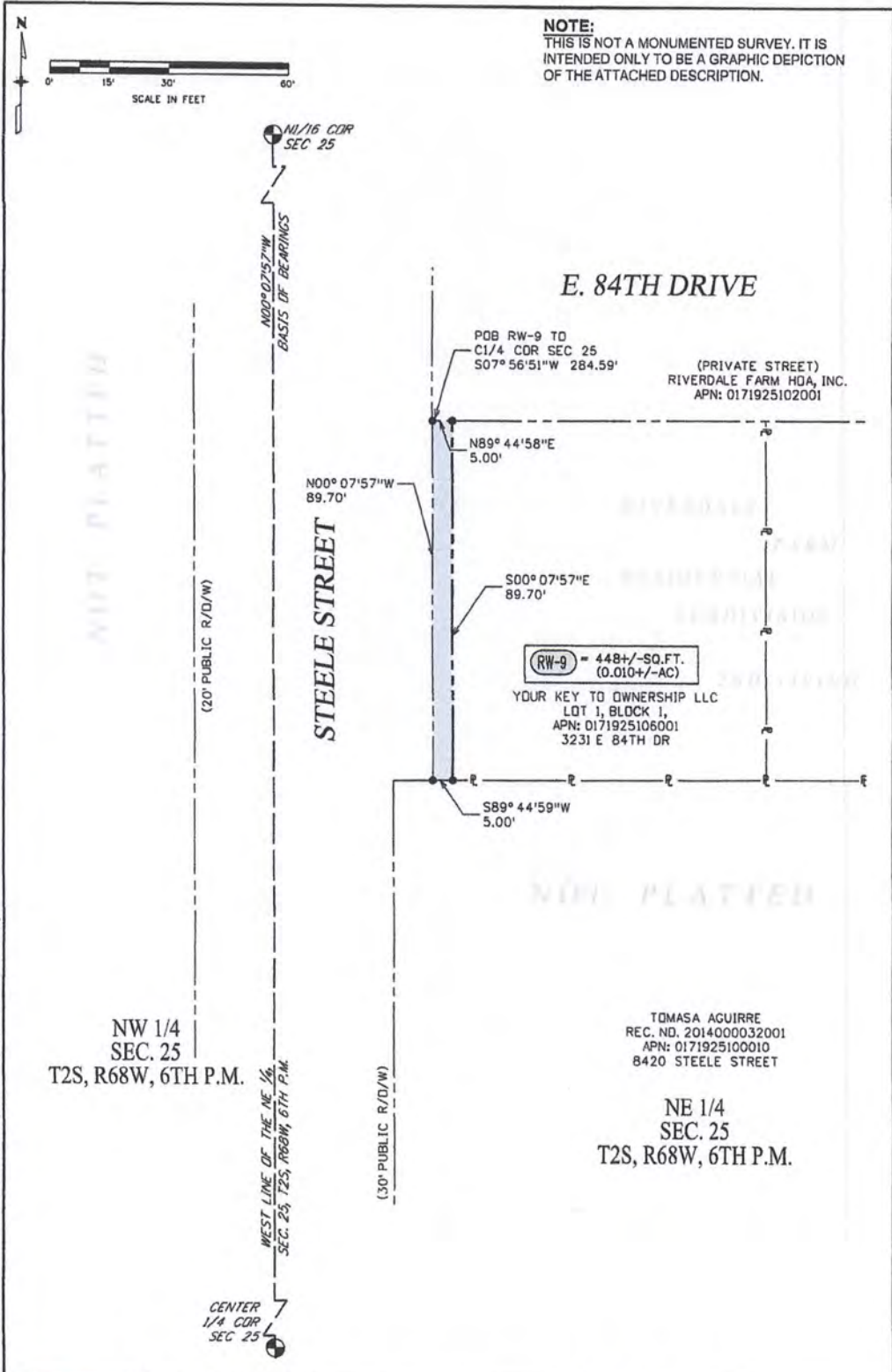
The above described temporary construction easement contains 269 sq. ft. (0.006 acres), more or less.

The purpose of the above described temporary construction easement is construction of roadway improvements.

Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





10/25/2021 11:13:00 AM J:\2021\021113.00 - Steele St RW Plans\Survey\07\_Drawings\189306RW\_Embod-RW-9.dgn

**ADAMS COUNTY, COLORADO**  
 4430 S. Adams County Parkway  
 1st Floor, Suite W5700  
 Brighton, CO 80601  
 Phone: 720-523-6875

**Farnsworth GROUP**  
 5613 DTC Parkway, Suite 1100  
 GREENWOOD VILLAGE, CO 80111  
 (303) 682-8838 / (303) 692-0470 Fax  
 www.fw.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

**PARCEL NUMBER RW-9**  
**NE1/4 SEC 25, T-2-S R-68-W, 6TH PM**  
**ADAMS COUNTY, COLORADO**

Project No: 18930  
 Date: October 21, 2021  
 Sheet Number: 1 of 1



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Utility Easement – Riverdale Regional Park
<b>FROM:</b> Nicci Beauprez, Facilities & Fleet Management – Project Manager of Land & Assets
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a resolution approving a Grant of Easement to United Power, Inc., for utility service at the Riverdale Regional Park.

**BACKGROUND:**

Adams County (County) owns three parcels of land containing approximately 310 acres near Riverdale Road and East 128th Avenue which host a portion of the Riverdale Regional Park, Fairgrounds, and the Riverdale Golf Course. United Power, Inc. (UPI) provides power to the regional parks and requests to formalize an easement providing ingress and egress to and for its facilities according to the terms and conditions of the attached agreement (Easement) as-built.

Staff recommends approving the Easement according to the terms and conditions of the attached agreement.



**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Parks, Open Space & Cultural Arts, Facilities & Fleet Management, County Attorney's office.

**ATTACHED DOCUMENTS:**

Resolution  
Grant of Easement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 1</b>
<b>Cost Center: 1</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>0</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>0</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING GRANT OF EASEMENT TO  
UNITED POWER FOR THE RIVERDALE REGIONAL PARK

Resolution 2022-

WHEREAS, Adams County (County) owns three parcels of land containing approximately 310 acres known as parcels 0157127003001, 0157127000011, 0157127000014 near Riverdale Road and East 128<sup>th</sup> Avenue which host a portion of the Riverdale Regional Park and Riverdale Golf Course; and,

WHEREAS, United Power, Inc. (UPI) provides power to the regional park and golf course and requests to formalize an easement providing ingress and egress to and for its facilities according to the terms and conditions of the attached agreement (Easement); and,

WHEREAS, County is willing to grant UPI an Easement according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant of Easement from Adams County to United Power, Inc., a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Grant of Easement on behalf of Adams County.

## GRANT OF EASEMENT

Board of County Commissioners, Adams County, Colorado, GRANTOR (whether one or more), whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., GRANTEE, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement ("Easement") and the right to construct, operate, maintain, replace, , reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto as depicted in Exhibit A, on, over, under, and across the following described property in the County of Adams, State of Colorado to-wit:

**Easement description as set forth in Exhibit "A" attached hereto and incorporated herein by reference.**

The Easement lies within Grantor's golf course properties. The parties therefore intend and agree that all of Grantee's rights pursuant to this Easement must be conducted in a manner that does not interfere with Grantor's golf course operations and that any interference with Grantor's golf course operations may result in damages to Grantor for which Grantee shall be responsible. All facilities installed by Grantee must be approved in writing by Grantor, and all activities conducted on the Easement property by Grantee, its employees, contractors, and agents must be coordinated with Grantor in order to avoid conflicts with golf course operations. Grantor retains sole discretion to determine if a facility will interfere with golf course operations and to deny, in its sole discretion, any facility that Grantor believes will interfere with golf course operations.

Grantee's facilities installed pursuant to this Easement may, subject to Grantor's written approval, be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

In the event of an emergency that poses an immediate threat to the health and safety of persons or property, Grantee shall have an immediate right of ingress and egress. Otherwise Grantee must provide at least 72 hours notice to Grantor prior to entering the Easement property. Grantee's right of access, whether emergency or non-emergency, shall be over and across the lands of the Grantor to and from the Easement described in Exhibit "A" to survey, construct, operate, maintain, replace, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove, after receiving Grantor's written approval, any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. After requesting and receiving the written approval of Grantor, Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit "A", during maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this Easement,

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, reconstruction, improvement, inspection, repair and removal thereof. Grantor's right to use the Easement area for golf course operations shall be the primary use of the Easement area. Grantor shall confer with Grantee before planting any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet. Grantor shall confer with Grantee before constructing any buildings or permanent structures or facilities of any kind on, over, under, or across said Easement.

Upon completion of any construction, operation, maintenance, replacement, reconstruction, improvement, inspection, repair and removal thereof, Grantee shall restore the surface of Grantor's property to the same level and condition as existed prior to construction. Failure to do so may interfere with golf course operations.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees. Grantee shall not assign or transfer this Easement without first obtaining Grantor's written approval.

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property, occurring as a result of Grantee's activities described herein, howsoever caused. . Grantee shall not bring any hazardous substances onto the property or cause any environmental contamination. Grantee shall not allow any liens to be filed against the property. In the event Grantee violates these provisions, Grantee shall be solely responsible for all attorney fees and costs incurred by Grantor to remedy said environmental remediation or liens caused by Grantee, its employees, contractors, and agents.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Adams County, Colorado. In the event of a dispute, each party shall pay its own attorney fees and costs.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

( REMAINDER OF PAGE INTENTIONALLY BLANK )



SIGNED AND SEALED BY GRANTOR this \_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:  
BOARD OF COUNTY COMMISSIONERS,  
ADAMS COUNTY**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF COLORADO            )  
  )  
COUNTY OF \_\_\_\_\_        )

**ACKNOWLEDGMENT**

This record was acknowledged before me on \_\_\_\_\_, 2022

by \_\_\_\_\_ as \_\_\_\_\_ of

**Board of County Commissioners, Adams County.**

\_\_\_\_\_  
(Notary's official signature)

\_\_\_\_\_  
(Commission Expiration)

**EXHIBIT "A"**

**DESCRIPTION**

A PORTION OF THAT PARCEL DESCRIBED IN VESTING DEED TO THE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN BOOK 871, AT PAGE 488, SAID PARCEL LOCATED IN THE SOUTHWEST ONE-QUARTER, THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 01 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

**POCKET EASEMENT "A"**

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999"; THENCE SOUTH 66°43'14" WEST, A DISTANCE OF 2237.61 FEET TO THE NORTHWEST LINE OF THE ABOVE DESCRIBED POCKET EASEMENT "A" TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 80°28'26" WEST A DISTANCE OF 20.00 FEET;
2. NORTH 09°31'34" EAST A DISTANCE OF 20.00 FEET;
3. SOUTH 80°28'26" EAST A DISTANCE OF 20.00 FEET;
4. SOUTH 09°31'34" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.009 ACRES (400 SQUARE FEET) OF LAND, MORE OR LESS.

**POCKET EASEMENT "B"**

**COMMENCING** AT THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005"; THENCE SOUTH 77°08'40" EAST, A DISTANCE OF 1334.07 FEET TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 28°49'35" WEST A DISTANCE OF 10.00 FEET;
2. NORTH 61°10'25" EAST A DISTANCE OF 10.00 FEET;
3. SOUTH 28°49'35" EAST A DISTANCE OF 10.00 FEET;
4. SOUTH 61°10'25" WEST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.002 ACRES (100 SQUARE FEET) OF LAND, MORE OR LESS.

**POCKET EASEMENT "C"**

**COMMENCING** AT THE CENTER-WEST ONE-SIXTEENTH CORNER COMMON TO SAID SECTION 27, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005", THENCE SOUTH 82°36'08" EAST, A DISTANCE OF 1174.37 FEET TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 51°30'41" EAST A DISTANCE OF 15.00 FEET;
2. SOUTH 38°29'19" EAST A DISTANCE OF 15.00 FEET;
3. SOUTH 51°30'41" WEST A DISTANCE OF 15.00 FEET
4. NORTH 38°29'19" WEST A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.005 ACRES (225 SQUARE FEET) OF LAND, MORE OR LESS.

PROJ. NO. 216071  
PREPARED BY: DOUGLAS W. CHINN  
DATE PREPARED: 08/17/2021  
FOR AND ON BEHALF OF ACKLAM, INC.,  
133 S. 27<sup>TH</sup> AVENUE, BRIGHTON, CO 80801  
303.659.6267  
WO\_202009019\_ADAMS\_COUNTY\_DESC.docx  
PRINTED: 8/17/2021 10:43:00 AM Douglas W. Chinn, RPLS, PLS

REVISIONS				
NO.	DATE	BY		DESCRIPTION

**POCKET EASEMENT "D"**

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999"; THENCE SOUTH 88°12'01" WEST, A DISTANCE OF 2570.65 FEET TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 57°14'25" WEST A DISTANCE OF 10.00 FEET;
2. NORTH 32°45'35" EAST A DISTANCE OF 10.00 FEET;
3. SOUTH 57°14'25" EAST A DISTANCE OF 10.00 FEET;
4. SOUTH 32°45'35" WEST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.002 ACRES (100 SQUARE FEET) OF LAND, MORE OR LESS.

**EASEMENT CENTERLINE "A"**

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999"; THENCE SOUTH 67°23'50" WEST, OVER AND ACROSS SAID PARCEL, A DISTANCE OF 2244.48 FEET TO THE NORTHWEST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "A" AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES;

1. NORTH 39°28'53" WEST A DISTANCE OF 173.76 FEET;
2. NORTH 30°49'43" WEST A DISTANCE OF 48.09 FEET;
3. NORTH 18°24'53" WEST A DISTANCE OF 67.28 FEET;
4. NORTH 16°30'18" WEST A DISTANCE OF 77.98 FEET;
5. NORTH 28°51'01" WEST A DISTANCE OF 70.19 FEET;
6. NORTH 41°51'26" WEST A DISTANCE OF 91.58 FEET;
7. NORTH 57°02'31" WEST A DISTANCE OF 67.54 FEET;
8. NORTH 62°55'41" WEST A DISTANCE OF 52.54 FEET;
9. NORTH 76°12'18" WEST A DISTANCE OF 57.31 FEET;
10. NORTH 86°30'10" WEST A DISTANCE OF 67.89 FEET;
11. NORTH 89°12'49" WEST A DISTANCE OF 68.12 FEET, BEFORE MORE OR LESS TO A POINT ON THE NORTHEAST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "B" AND THE **POINT OF TERMINUS**, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005", BEARS NORTH 77°33'37" WEST, A DISTANCE OF 1338.85 FEET.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN ON THE NORTHWEST LINE OF SAID POCKET EASEMENT "A" & TERMINATE ON THE NORTHEAST LINE OF SAID POCKET EASEMENT "B".

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 842.28 FEET, CONTAINING 0.193 ACRES (8423 SQUARE FEET) OF LAND, MORE OR LESS.

PROJ. NO. 216071  
 PREPARED BY: DOUGLAS W. CHINN  
 DATE PREPARED: 08/17/2021  
 FOR AND ON BEHALF OF ACKLAM, INC.,  
 133 S. 27<sup>TH</sup> AVENUE, BRIGHTON, CO 80601  
 303.859.6267  
 WO\_202009019\_ADAMS\_COUNTY\_DESC.docx  
 PRINTED: 8/17/2021 10:43:00 AM Douglas W. Chinn, RPLS, PLS

REVISIONS				
NO.	DATE	BY		DESCRIPTION

**EASEMENT CENTERLINE "B"**

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999"; THENCE SOUTH 82°44'50" WEST, OVER AND ACROSS SAID PARCEL, A DISTANCE OF 2669.57 FEET TO A POINT ON THE NORTHWEST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "B" AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. NORTH 42°12'28" WEST A DISTANCE OF 79.87 FEET;
2. NORTH 45°03'35" WEST A DISTANCE OF 90.06 FEET;
3. NORTH 37°23'48" WEST A DISTANCE OF 5.39 FEET TO THE SOUTHEAST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "C" AND THE **POINT OF TERMINUS**, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005", BEARS NORTH 82°19'42" WEST, A DISTANCE OF 1189.76 FEET.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN ON THE NORTHWEST LINE OF SAID POCKET EASEMENT "B" & TERMINATE ON THE NORTHEAST LINE OF SAID POCKET EASEMENT "C".

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 175.32 FEET, CONTAINING 0.040 ACRES (1754 SQUARE FEET) OF LAND, MORE OR LESS.

**EASEMENT CENTERLINE "C"**

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999"; THENCE SOUTH 85°47'47" WEST, OVER AND ACROSS SAID PARCEL, A DISTANCE OF 2771.08 FEET TO THE NORTHEAST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "C" AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. NORTH 57°54'50" EAST A DISTANCE OF 122.19 FEET;
2. NORTH 54°00'59" EAST A DISTANCE OF 104.54 FEET, MORE OR LESS TO A POINT ON SAID PARCEL TO THE SOUTHWEST LINE OF THE ABOVE DESCRIBED POCKET EASEMENT "D" AND THE **POINT OF TERMINUS**, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER COMMON TO SAID SECTION 27, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005", BEARS SOUTH 88°55'46" EAST, A DISTANCE OF 1372.73 FEET.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN ON THE NORTHEAST LINE OF SAID POCKET EASEMENT "C" & TERMINATE ON THE SOUTHEAST LINE OF SAID POCKET EASEMENT "D".

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 226.73 FEET, CONTAINING 0.052 ACRES (2286 SQUARE FEET) OF LAND, MORE OR LESS.

**NOTES:**

1. SEE THE ATTACHED ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999733091.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 01 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., SAID LINE BEING MONUMENTED ON THE WEST BY THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, BEING A 2 INCH ALUMINUM CAP MARKED PLS 28286 2005 AND ON THE EAST BY THE CENTER ONE-QUARTER CORNER OF SAID SECTION 27, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 24960 1999 AND BEARS NORTH 89°15'28" EAST.

PROJ. NO. 216071  
 PREPARED BY: DOUGLAS W. CHINN  
 DATE PREPARED: 08/17/2021  
 FOR AND ON BEHALF OF ACKLAM, INC.,  
 133 S. 27<sup>TH</sup> AVENUE, BRIGHTON, CO 80601  
 303.659.6267  
 WO\_202009019\_ADAMS\_COUNTY\_DESC.dwg  
 PRINTED: 8/17/2021 10:43:00 AM Douglas W. Chinn, RPLS, PLS

REVISIONS			
NO.	DATE	BY	DESCRIPTION



**CENTERLINE EASEMENT "A" LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 39°28'53" W	173.76'
L2	N 30°49'43" W	48.09'
L3	N 18°24'53" W	67.28'
L4	N 16°30'18" W	77.98'
L5	N 28°51'01" W	70.19'
L6	N 41°51'26" W	91.58'
L7	N 57°02'31" W	67.54'
L8	N 62°55'41" W	52.54'
L9	N 76°12'18" W	57.31'
L10	N 86°30'10" W	67.88'
L11	N 89°12'49" W	68.12'

TOTAL CENTERLINE "A" LENGTH 842.28 FT.

**CENTERLINE EASEMENT "B" LINE TABLE**

LINE	BEARING	DISTANCE
L12	N 42°12'28" W	79.87'
L13	N 45°03'35" W	90.06'
L14	N 37°23'48" W	5.39'

TOTAL CENTERLINE "B" LENGTH 175.32 FT.

**CENTERLINE EASEMENT "C" LINE TABLE**

LINE	BEARING	DISTANCE
L15	N 57°54'50" E	122.19'
L16	N 54°00'59" E	104.54'

TOTAL CENTERLINE "C" LENGTH 226.73 FT.

TOTAL CENTERLINE "A", "B" & "C" LENGTH 1244.33 FT.

**POCKET EASEMENT "A" LINE TABLE**

LINE	BEARING	DISTANCE
L17	N 80°28'26" W	20.00'
L18	N 09°31'34" E	20.00'
L19	S 80°28'26" E	20.00'
L20	S 09°31'34" W	20.00'

TOTAL AREA: 0.009 ACRES, (400 SQ. FT.)

**POCKET EASEMENT "B" LINE TABLE**

LINE	BEARING	DISTANCE
L21	N 28°49'35" W	10.00'
L22	N 61°10'25" E	10.00'
L23	S 28°49'35" E	10.00'
L24	S 61°10'25" W	10.00'

TOTAL AREA: 0.002 ACRES, (100 SQ. FT.)

**POCKET EASEMENT "C" LINE TABLE**

LINE	BEARING	DISTANCE
L25	N 51°30'41" E	15.00'
L26	S 38°29'19" E	15.00'
L27	S 51°30'41" W	15.00'
L28	N 38°29'19" W	15.00'

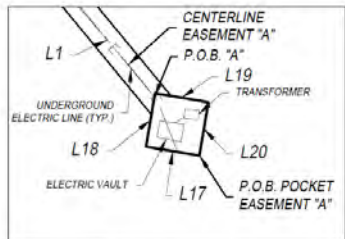
TOTAL AREA: 0.005 ACRES, (225 SQ. FT.)

**POCKET EASEMENT "D" LINE TABLE**

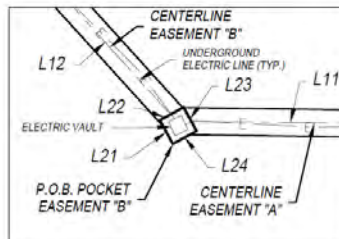
LINE	BEARING	DISTANCE
L29	N 57°14'25" W	10.00'
L30	N 32°45'35" E	10.00'
L31	S 57°14'25" E	10.00'
L32	S 32°45'35" W	10.00'

TOTAL AREA: 0.002 ACRES, (100 SQ. FT.)

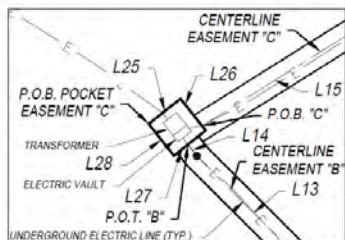
TOTAL AREA: "A", "B", "C" & "D" 0.019 ACRES, (825 SQ. FT.)



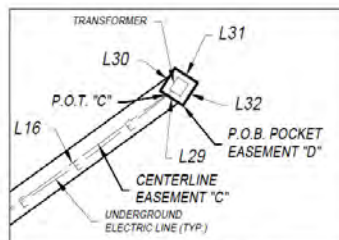
**POCKET EASEMENT "A"**  
1"=50'



**POCKET EASEMENT "B"**  
1"=50'



**POCKET EASEMENT "C"**  
1"=50'



**POCKET EASEMENT "D"**  
1"=50'

**NOTES**

- 1.) LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
- 2.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3.) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- 4.) BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "RTS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 30-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999733091.
- 5.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 6.) THIS EXHIBIT WAS PREPARED BY DOUGLAS W. CHINN, PLS 37070, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- 7.) SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF.



**Acklam, Inc.**

133 S. 27th Avenue  
Brighton, CO 80601  
5901 Courtyard Dr., Ste. 300  
Austin, TX 78746  
Texas Firm#10194171

**UNITED POWER**  
EXHIBIT "A" ILLUSTRATION  
SW1/4 SECTION 27  
T1S R67W 6TH PM, ADAMS COUNTY, COLORADO

SCALE: 1"=50'	
DATE: 07/14/21	RWC
JOB NO.: 216071	
JOB NAME: UP WOMS REPLACE CABLE	
SHEET 5 OF 5	
REV:	
WORK ORDER NO. 202009019	

EXHIBIT "A"

**DESCRIPTION**

A PORTION OF THAT PARCEL DESCRIBED IN DEED TO THE BOARD OR COUNTY COMMISSIONERS' OF ADAMS COUNTY, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT BOK 871, AT PAGE 488, WARRANTY DEED TO ADAMS COUNTY, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT BOOK 2670, AT PAGE 992 AND WARRANTY DEED TO THE COUNTY OF ADAMS, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT BOOK 1846, AT PAGE 813 SAID PARCEL LOCATED IN THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 27, TOWNSHIP 01 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

**POCKET EASEMENT "A"**

**COMMENCING** AT THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005"; THENCE NORTH 76°40'23" EAST A DISTANCE OF 668.87 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

1. NORTH 19°09'50" WEST A DISTANCE OF 39.70 FEET;
2. NORTH 58°09'00" WEST A DISTANCE OF 13.38 FEET;
3. NORTH 31°51'00" EAST A DISTANCE OF 15.00 FEET;
4. SOUTH 58°09'00" EAST A DISTANCE OF 56.73 FEET;
5. SOUTH 49°11'52" WEST A DISTANCE OF 41.88 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.030 ACRES (1294 SQUARE FEET) OF LAND, MORE OR LESS.

**POCKET EASEMENT "B"**

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999"; THENCE NORTH 85°51'21" WEST, A DISTANCE OF 2879.65 FEET TO THE **POINT OF BEGINNING**;

THENCE, OVER AND ACROSS SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. SOUTH 32°45'35" WEST A DISTANCE OF 10.00 FEET;
2. NORTH 57°14'25" WEST A DISTANCE OF 10.00 FEET;
3. NORTH 32°45'35" EAST A DISTANCE OF 10.00 FEET;
4. SOUTH 57°14'25" EAST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.002 ACRES (100 SQUARE FEET) OF LAND, MORE OR LESS.

**EASEMENT CENTERLINE "A"**

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999"; THENCE SOUTH 85°54'43" WEST, OVER AND ACROSS SAID PARCEL, A DISTANCE OF 2785.76 FEET TO THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 53°20'10" WEST A DISTANCE OF 32.26 FEET;
2. NORTH 59°09'05" WEST A DISTANCE OF 203.75 FEET;
3. NORTH 57°08'59" WEST A DISTANCE OF 239.89 FEET;
4. NORTH 53°29'27" WEST A DISTANCE OF 114.84 FEET TO A POINT ON THE SOUTHEAST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "A" AND THE **POINT OF TERMINUS**, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005", BEARS NORTH 75°28'46" EAST, A DISTANCE OF 696.94 FEET.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN ON A LINE THAT BEARS NORTH 51°30'41" EAST AND SOUTH 51°30'41" WEST AT THE POINT OF BEGINNING AND TERMINATE ON THE SOUTHEAST LINE OF SAID POCKET EASEMENT "A".

PROJ. NO. 216071  
PREPARED BY: DOUGLAS W. CHINN  
DATE PREPARED: 08/17/2021  
FOR AND ON BEHALF OF ACKLAM, INC..  
133 S. 27<sup>TH</sup> AVENUE, BRIGHTON, CO 80601  
303.659.6267  
WO\_201908065\_ADAMS\_COUNTY\_DESC.docx  
PRINTED: 8/17/2021 11:58:00 AM Douglas W. Chinn, RPLS, PLS

REVISIONS				
NO.	DATE	BY		DESCRIPTION

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 590.74 FEET, CONTAINING 0.136 ACRES (5907 SQUARE FEET) OF LAND, MORE OR LESS.

**EASEMENT CENTERLINE "B"**

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 28286 2005"; THENCE NORTH 76°30'49" EAST, OVER AND ACROSS SAID PARCEL, A DISTANCE OF 668.56 FEET TO THE NORTHEAST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "A" AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. NORTH 83°36'03" EAST A DISTANCE OF 191.48 FEET;
2. NORTH 79°46'35" EAST A DISTANCE OF 216.59 FEET TO A POINT ON THE SOUTHWEST LINE OF THE ABOVE-DESCRIBED POCKET EASEMENT "B" AND THE **POINT OF TERMINUS**, FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 27, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 24960 1999", BEARS NORTH 85°57'13" WEST, A DISTANCE OF 2891.50 FEET.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN ON THE NORTHEAST LINE OF SAID POCKET EASEMENT "A" & TERMINATE ON THE SOUTHWEST LINE OF SAID POCKET EASEMENT "B".

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 408.07 FEET, CONTAINING 0.094 ACRES (4081 SQUARE FEET) OF LAND, MORE OR LESS.

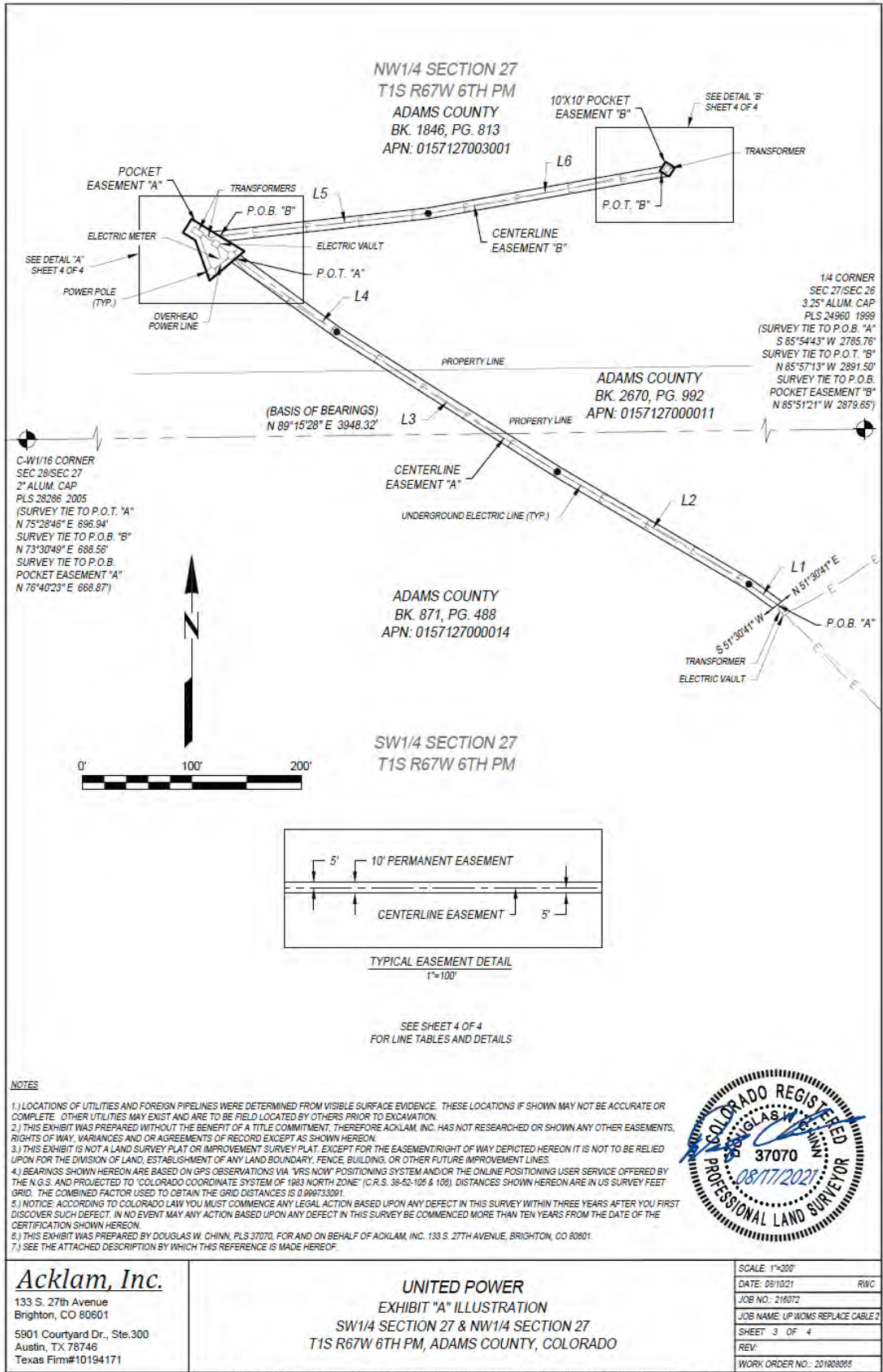
NOTES:

1. SEE THE ATTACHED ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999733091.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 01 SOUTH, RANGE 67 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED ON THE WEST BY THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 27, BEING A 2 INCH ALUMINUM CAP MARKED PLS 28286 2005 AND ON THE EAST BY THE CENTER ONE-QUARTER CORNER OF SAID SECTION 27, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 24960 1999 AND BEARS NORTH 89°15'28" EAST.

PROJ. NO. 216071  
 PREPARED BY: DOUGLAS W. CHINN  
 DATE PREPARED: 08/17/2021  
 FOR AND ON BEHALF OF ACKLAM, INC.,  
 133 S. 27<sup>th</sup> AVENUE, BRIGHTON, CO 80601  
 303.659.6267  
 WO\_201908065\_ADAMS\_COUNTY\_DESC.docx  
 PRINTED: 8/17/2021 11:56:00 AM Douglas W. Chinn, RPLS, PLS

REVISIONS				
NO.	DATE	BY		DESCRIPTION





WO# 202009019, 201908065 Map# 57 Section 27, Township 1S, Range 67W, 6<sup>th</sup> P.M.,  
County of Adams, State of Colorado

**CENTERLINE EASEMENT "A" LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 53°20'10" W	32.26'
L2	N 59°09'05" W	203.75'
L3	N 57°08'59" W	239.89'
L4	N 53°29'27" W	114.84'

TOTAL CENTERLINE "A" LENGTH 590.74 FT.

**CENTERLINE EASEMENT "B" LINE TABLE**

LINE	BEARING	DISTANCE
L5	N 83°36'03" E	191.48'
L6	N 79°46'35" E	216.59'

TOTAL CENTERLINE "B" LENGTH 408.07 FT.

TOTAL CENTERLINE "A" & "B"  
LENGTH 998.81 FT.

**POCKET EASEMENT "A" LINE TABLE**

LINE	BEARING	DISTANCE
L7	N 19°09'50" W	39.70'
L8	N 58°08'00" W	13.38'
L9	N 31°51'00" E	15.00'
L10	S 58°09'00" E	56.73'
L11	S 49°11'52" W	41.88'

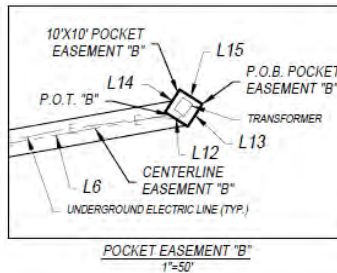
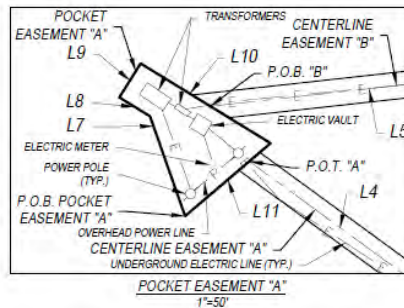
TOTAL AREA: 0.030 ACRES, (1294 SQ. FT.)

**POCKET EASEMENT "B" LINE TABLE**

LINE	BEARING	DISTANCE
L12	S 32°45'35" W	10.00'
L13	N 57°14'25" W	10.00'
L14	N 32°45'35" E	10.00'
L15	S 57°14'25" E	10.00'

TOTAL AREA: 0.002 ACRES, (100 SQ. FT.)

TOTAL AREA: "A" & "B"  
0.032 ACRES, (1394 SQ. FT.)



**NOTES**

- LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "RTS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 88-52-105 & 109). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999733091.
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- THIS EXHIBIT WAS PREPARED BY DOUGLAS W. CHINN, PLS 37070, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF.



**Acklam, Inc.**

133 S. 27th Avenue  
Brighton, CO 80601  
5901 Courtyard Dr., Ste.300  
Austin, TX 78746  
Texas Firm#10194171

**UNITED POWER**  
EXHIBIT "A" ILLUSTRATION  
SW1/4 SECTION 27 & NW1/4 SECTION 27  
T1S R67W 6TH PM, ADAMS COUNTY, COLORADO

SCALE: AS NOTED
DATE: 09/10/21 RWC
JOB NO: 219072
JOB NAME: UP IWOMS REPLACE CABLE 2
SHEET 4 OF 4
REV:
WORK ORDER NO.: 201903065



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution authorizing the acquisition of property interests necessary for the construction of the improvements for the ADA Transition Area III - Steele Street Improvements Project
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Public Works Director Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners authorizes the acquisition of property interests for the ADA Transition Area III - Steele Street Improvements Project by resolution.

### **BACKGROUND:**

Adams County has submitted and received funding from the Adams County Board of County Commissioners for the ADA Transition Area III – Steele Street Capital Improvements Program Project – East 81<sup>st</sup> Avenue to East 86<sup>th</sup> Avenue (hereinafter “Project”). The County has prepared construction plans, right-of-way plans and legal descriptions that determined the need to acquire various property interests from eleven (11) property ownerships. Negotiations with one fee owner of record, Riverdale Farm Homeowners Association, have not moved forward. Adams County sent a Notice of Intent to Acquire and Offer of Fair Market Value to Riverdale Farm Homeowners Association on April 5, 2022, pursuant to C.R.S. § 38-1-121(1), based on fair market valuation and an appraisal of Parcel RW-10, RW-10A, RW-10B, RW-10C, TE-10 and TE-10A, to Riverdale Homeowners Association. To assure that the acquisitions can be obtained in a timely manner and not jeopardize project deadlines, County staff needs to have authority to use the power of eminent domain to acquire the property interests necessary for the Project should good faith negotiations be unsuccessful. The resolution allows the Board of County Commissioners to authorize the use of eminent domain to acquire property interests for the ADA Transition Area III - Steele Street Improvement Project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works and Office of the County Attorney

**ATTACHED DOCUMENTS:**

Draft resolution  
Legal Description of Parcel RW-10, RW-10A, RW-10B, RW-10C, TE-10 and TE-10A

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

**New FTEs requested:**             **YES**             **NO**

**Future Amendment Needed:**     **YES**             **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY INTERESTS  
NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS FOR THE  
ADA TRANSITION AREA III – STEELE STREET IMPROVEMENTS PROJECT

WHEREAS, Adams County has proposed the construction of Steele Street from East 81<sup>st</sup> Avenue to East 86<sup>th</sup> Avenue (the Project); and,

WHEREAS, Adams County, through engineering studies and design, has deemed it necessary to construct improvements as part of the Project consisting of the construction of a roadway and its appurtenances, including but not limited to roadway pavement; curb, gutter and ADA-compliant sidewalks; ADA pedestrian paths; ADA pedestrian ramps, drainage infrastructures; and streetscaping required for the Project; and,

WHEREAS, Adams County Public Works Department has submitted the Project to the Adams County Board of County Commissioners for the consideration of funds to construct the Project; and,

WHEREAS, Adams County Board of County Commissioners has approved funding for the Project; and,

WHEREAS, Adams County has also budgeted funds for the acquisition of the necessary property interests required for the Project; and,

WHEREAS, right-of-way and design plans for the Project are available upon request from the Adams County Public Works Department; and,

WHEREAS, to the best knowledge of Adams County, Riverdale Farm Homeowners Association, is the fee owner of record of property necessary to be acquired for the Project identified as Parcels RW-10, RW-10A, RW-10B, RW-10C, TE-10 and TE-10A and described more specifically in the attached exhibits; and,

WHEREAS, Adams County sent a Notice of Intent to Acquire and Offer of Fair Market Value to Riverdale Farm Homeowners Association, on April 5, 2022, pursuant to C.R.S. § 38-1-121(1), but has been unable to acquire property through negotiation; and,

WHEREAS, the construction of the Project will serve the general public and is necessary for the health, safety and welfare of the citizens of Adams County; and,

WHEREAS, Adams County has the authority to use the power of eminent domain to condemn private property for county road purposes pursuant to C.R.S. § 43-2-112.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that it is in the interest of the general public's health, safety

and welfare to acquire the property interests necessary for the Project and to construct the Project.

BE IT FURTHER RESOLVED, that the Public Works Department or its designee is hereby authorized and directed to acquire the property interests necessary for the Project as identified herein above based on good faith negotiations.

BE IT FURTHER RESOLVED, that the County Attorney's Office, or outside counsel hired by the County Attorney's Office, is authorized to acquire by means of eminent domain any of the property interests necessary for the construction of the Project, including Parcels RW-10, RW-10A, RW-10B, RW-10C, TE-10 and TE-10A.

BE IT FURTHER RESOLVED, that immediate possession of the property interests necessary for the construction of the Project is necessary and required for the reasons and purposes described herein.

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10 of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 600 sq. ft. (0.014 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Block 5, Private Streets, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at a point on the south right-of-way line of E. 84<sup>th</sup> Drive, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 07°56'51" West, 284.59 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence along the said south right-of-way line, North 89°44'58" East, a distance of 15.00 feet;
2. Thence North 00°07'57" West, a distance of 40.00 feet, to the north right-of-way line of E. 84<sup>th</sup> Drive;
3. Thence along said north right-of-way line, South 89°44'58" West, a distance of 15.00 feet, to the east right-of-way line of Steele Street;
4. Thence along said east right-of-way line, South 00°07'57" East, a distance of 40.00 feet, more or less, to the TRUE POINT OF BEGINNING,

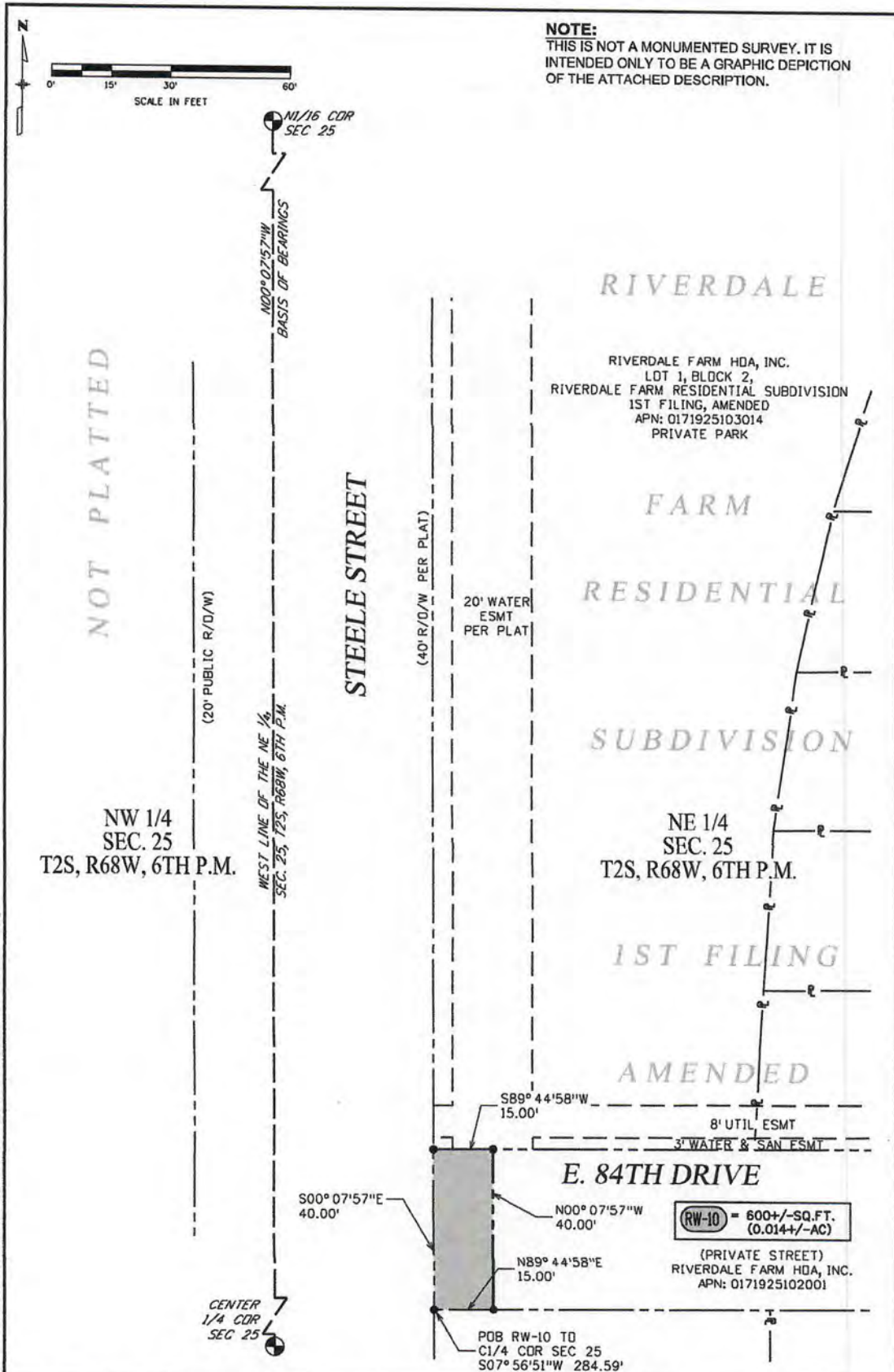
The above described tract or parcel of land contains 600 sq. ft. (0.014 acres), more or less.

Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffry P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111



10  
600 SF  
RW



**NOTE:**  
THIS IS NOT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO BE A GRAPHIC DEPICTION OF THE ATTACHED DESCRIPTION.

NW 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

NE 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

RIVERDALE FARM HOA, INC.  
LDT 1, BLOCK 2,  
RIVERDALE FARM RESIDENTIAL SUBDIVISION  
1ST FILING, AMENDED  
APN: 0171925103014  
PRIVATE PARK

RIVERDALE  
FARM  
RESIDENTIAL  
SUBDIVISION  
1ST FILING  
AMENDED

E. 84TH DRIVE

**RW-10 = 600+/-SQ.FT.  
(0.014+/-AC)**

(PRIVATE STREET)  
RIVERDALE FARM HOA, INC.  
APN: 0171925102001

POB RW-10 TO  
C1/4 CDR SEC 25  
S07° 56'51"W 284.59'

10/25/2021 1:14:32 PM \\fs1\2021\0211135.00 - Steele S1 RDW Plans\Survey 07\_Drawings\18930RDW\_Enhibit-RW-10.dgn

<p><b>ADAMS COUNTY, COLORADO</b> 4430 S. Adams County Parkway 1st Floor, Suite W5700 Brighton, CO 80601 Phone: 720-323-6875</p>	<p><b>EXHIBIT "B"</b> <b>ADAMS COUNTY ADA AREA III - STEELE STREET</b></p>
<p>6613 DTC Parkway, Suite 1100 GREENWOOD VILLAGE, CO 80111 (303) 692-8838 / (303) 692-0470 Fax www.f-w.com</p>	<p>PARCEL NUMBER RW-10 NE1/4 SEC 25, T-2-S R-68-W, 6TH PM ADAMS COUNTY, COLORADO</p> <p>Project No: 18930 Date: October 21, 2021 Sheet Number: 1 of 1</p>



**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10A**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10A of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 1,835 sq. ft. (0.042 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Lot 1, Block 2, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing Amended, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 03°53'28" West, 570.07 feet, said point being the TRUE POINT OF BEGINNING;

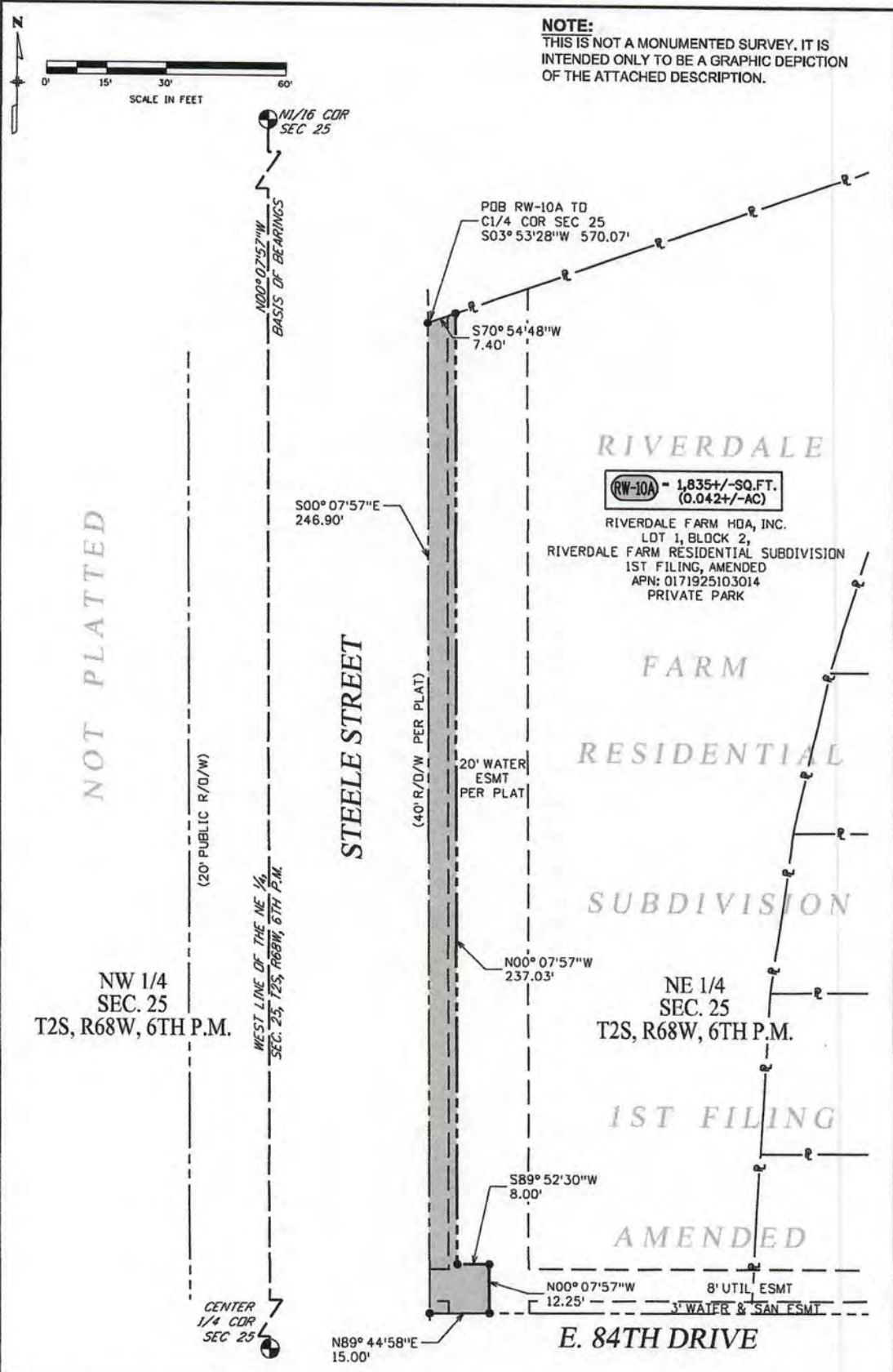
1. Thence along said east right-of-way line, South 00°07'57" East, a distance of 246.90 feet, to the southwest corner of said Lot 1, said corner also being on the north right-of-way line of E. 84<sup>th</sup> Drive;
2. Thence along the south line of said Lot 1 and the north right-of-way line of E. 84<sup>th</sup> Drive, North 89°44'58" East, a distance of 15.00 feet;
3. Thence North 00°07'57" West, a distance of 12.25 feet;
4. Thence South 89°52'30" West, a distance of 8.00 feet;
5. Thence North 00°07'57" West, a distance of 237.03 feet, to the north line of said Lot 1;
6. Thence along the north line of said Lot 1, South 70°54'48" West, a distance of 7.40 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 1,835 sq. ft. (0.042 acres), more or less.

Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffry P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





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**ADAMS COUNTY, COLORADO**  
 4430 S. Adams County Parkway  
 1st Floor, Suite 15700  
 Brighton, CO 80601  
 Phone: 720-523-6875

**Farnsworth GROUP**  
 6613 DTC Parkway, Suite 1100  
 GREENWOOD VILLAGE, CO 80111  
 (303) 682-8838 / (303) 692-0470 Fax  
 www.f-w.com

<b>EXHIBIT "B"</b>	
<b>ADAMS COUNTY ADA AREA III - STEELE STREET</b>	
<b>PARCEL NUMBER RW-10A</b> <b>NE1/4 SEC 25, T-2-S R-68-W, 6TH PM</b> <b>ADAMS COUNTY, COLORADO</b>	Project No: 18930 Date: October 21, 2021 Sheet Number: 1 of 1

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10B**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10B of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 3,140 sq. ft. (0.072 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Lot 2, Block 2, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 2, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 03°53'28" West, 570.07 feet, said point being the TRUE POINT OF BEGINNING;

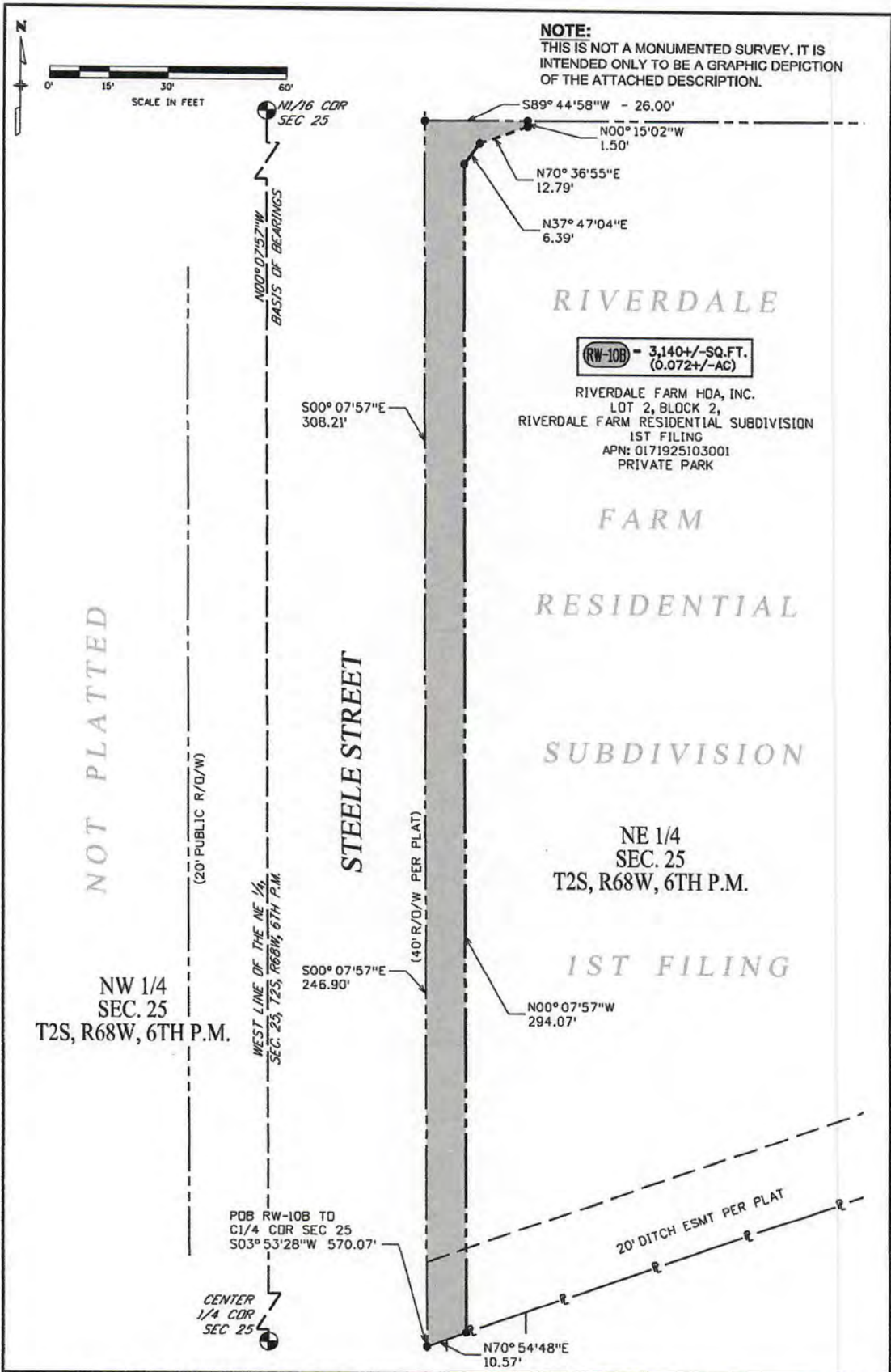
1. Thence along the south line of said Lot 2, North 70°54'48" East, a distance of 10.57 feet;
2. Thence North 00°07'57" West, a distance of 294.07 feet;
3. Thence North 37°47'04" East, a distance of 6.39 feet;
4. Thence North 70°36'55" East, a distance of 12.79 feet;
5. Thence North 00°15'02" West, a distance of 1.50 feet, to the north line of said Lot 2;
6. Thence along the north line of said Lot 2, South 89°44'58" West, a distance of 26.00 feet, to the northwest corner of said Lot 2, also being on the east right-of-way line of Steele Street;
7. Thence along said east right-of-way line, South 00°07'57" East, a distance of 308.21 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 3,140 sq. ft. (0.072 acres), more or less.



Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





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 <p><b>ADAMS COUNTY, COLORADO</b> 4430 S. Adams County Parkway 1st Floor, Suite W5700 Brighton, CO 80801 Phone: 720-523-6875</p>	<p><b>EXHIBIT "B"</b> <b>ADAMS COUNTY ADA AREA III - STEELE STREET</b></p>			
 <p>6613 OTC Parkway, Suite 1100 GREENWOOD VILLAGE, CO 80111 (303) 682-8838 / (303) 692-0470 Fax www.fw.com</p>	<p><b>PARCEL NUMBER RW-10B</b> <b>NE 1/4 SEC 25, T-2-S R-68-W, 6TH PM</b> <b>ADAMS COUNTY, COLORADO</b></p> <table border="1" style="width: 100%;"> <tr> <td>Project No: 18930</td> </tr> <tr> <td>Date: October 22, 2021</td> </tr> <tr> <td>Sheet Number: 1 of 1</td> </tr> </table>	Project No: 18930	Date: October 22, 2021	Sheet Number: 1 of 1
Project No: 18930				
Date: October 22, 2021				
Sheet Number: 1 of 1				

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10C**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10C of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 940 sq. ft. (0.022 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Block 5, Private Streets, Riverdale Farm Residential Subdivision 1st Filing, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at a point on the north right-of-way line of 85<sup>th</sup> Drive, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 02°40'39" West, 917.99 feet, said point being the TRUE POINT OF BEGINNING;

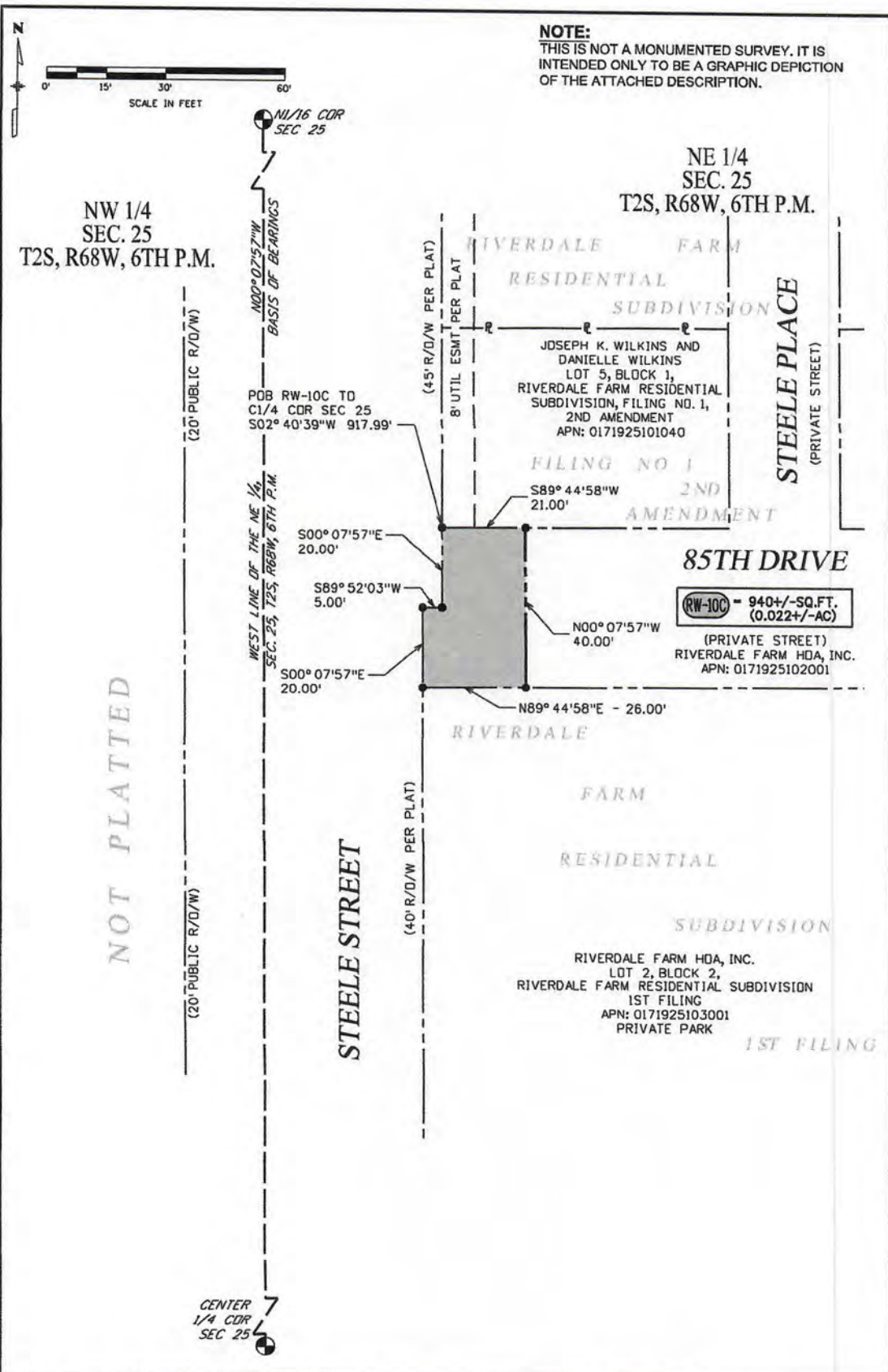
1. Thence along said east right-of-way line, South 00°07'57" East, a distance of 20.00 feet;
2. Thence continuing along said east right-of-way line, South 89°52'03" West, a distance of 5.00 feet;
3. Thence continuing along said east right-of-way line, South 00°07'57" East, a distance of 20.00 feet, to the south right-of-way line of 85<sup>th</sup> Drive;
4. Thence along said south right-of-way line, North 89°44'58" East, a distance of 26.00 feet;
5. Thence North 00°07'57" West, a distance of 40.00 feet, to the north right-of-way line of 85<sup>th</sup> Drive;
6. Thence along said north right-of-way line, South 89°44'58" West, a distance of 21.00 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 940 sq. ft. (0.022 acres), more or less.

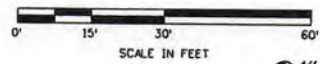
Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





**NOTE:**  
THIS IS NOT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO BE A GRAPHIC DEPICTION OF THE ATTACHED DESCRIPTION.



NW 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

NE 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

RIVERDALE FARM  
RESIDENTIAL  
SUBDIVISION

JOSEPH K. WILKINS AND  
DANIELLE WILKINS  
LOT 5, BLOCK 1,  
RIVERDALE FARM RESIDENTIAL  
SUBDIVISION, FILING NO. 1,  
2ND AMENDMENT  
APN: 0171925101040

FILING NO 1  
2ND  
AMENDMENT

STEELE PLACE  
(PRIVATE STREET)

85TH DRIVE

**RW-10C** = 940+/- SQ.FT.  
(0.022+/- AC)

(PRIVATE STREET)  
RIVERDALE FARM HOA, INC.  
APN: 0171925102001

RIVERDALE  
FARM  
RESIDENTIAL  
SUBDIVISION

RIVERDALE FARM HOA, INC.  
LOT 2, BLOCK 2,  
RIVERDALE FARM RESIDENTIAL SUBDIVISION  
1ST FILING  
APN: 0171925103001  
PRIVATE PARK

1ST FILING

NOT PLATTED

STEELE STREET

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**ADAMS COUNTY, COLORADO**  
4430 S. Adams County Parkway  
1st Floor, Suite W5700  
Brighton, CO 80601  
Phone: 720-523-6875

**Farnsworth GROUP**  
5613 DTC Parkway, Suite 1100  
GREENWOOD VILLAGE, CO 80111  
(303) 682-8838 / (303) 692-0470 Fax  
www.f-w.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

PARCEL NUMBER RW-10C  
NE1/4 SEC 25, T-2-S R-68-W, 6TH PM  
ADAMS COUNTY, COLORADO

Project No: 18930  
Date: October 22, 2021  
Sheet Number: 1 of 1



**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10 of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 600 sq. ft. (0.014 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Block 5, Private Streets, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at a point on the south right-of-way line of E. 84<sup>th</sup> Drive, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 07°56'51" West, 284.59 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence along the said south right-of-way line, North 89°44'58" East, a distance of 15.00 feet;
2. Thence North 00°07'57" West, a distance of 40.00 feet, to the north right-of-way line of E. 84<sup>th</sup> Drive;
3. Thence along said north right-of-way line, South 89°44'58" West, a distance of 15.00 feet, to the east right-of-way line of Steele Street;
4. Thence along said east right-of-way line, South 00°07'57" East, a distance of 40.00 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 600 sq. ft. (0.014 acres), more or less.

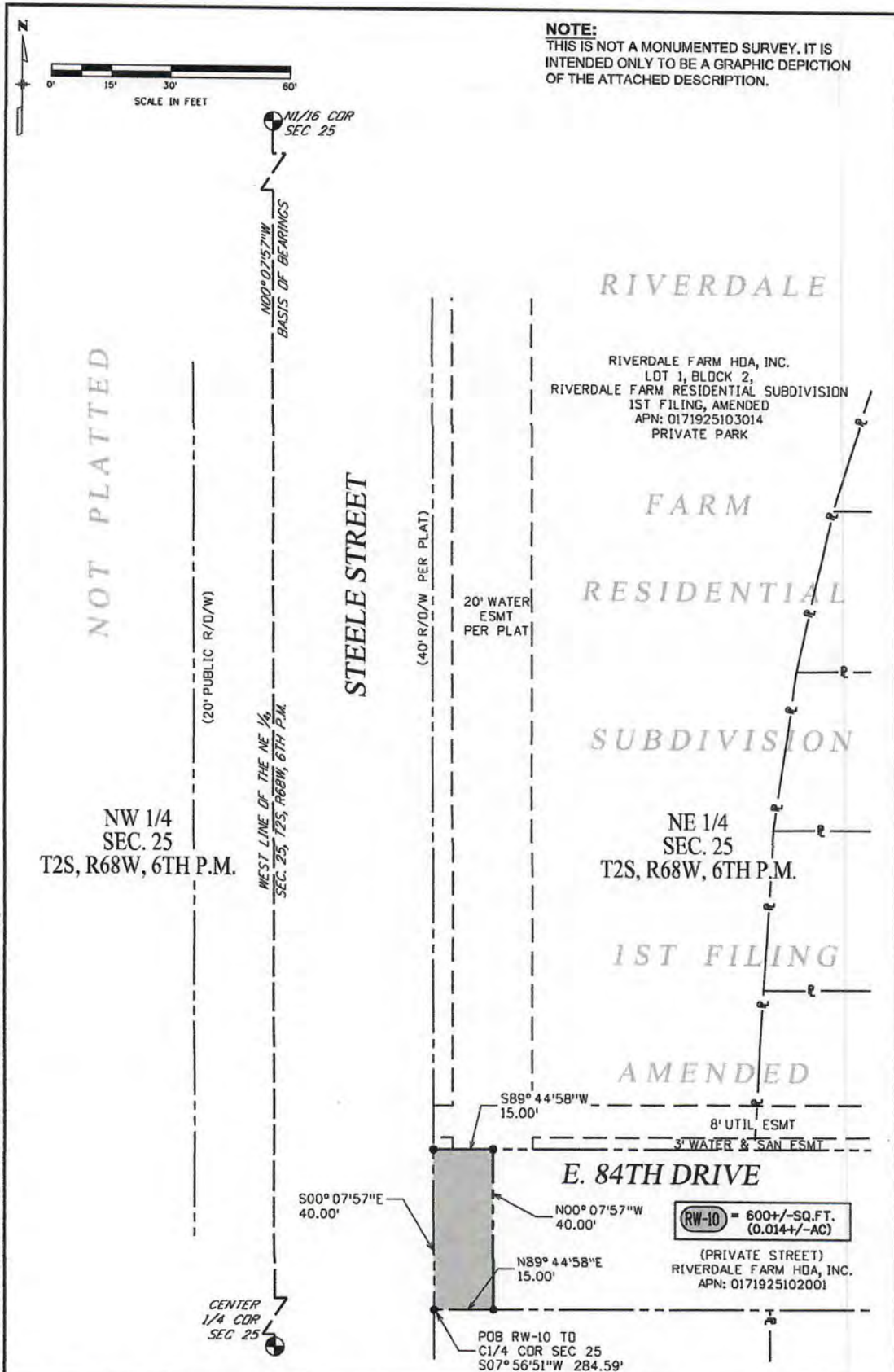
Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffry P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





10  
600 SF  
RW



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<p><b>ADAMS COUNTY, COLORADO</b> 4430 S. Adams County Parkway 1st Floor, Suite W5700 Brighton, CO 80601 Phone: 720-323-6875</p>	<p><b>EXHIBIT "B"</b> <b>ADAMS COUNTY ADA AREA III - STEELE STREET</b></p>
<p>6613 DTC Parkway, Suite 1100 GREENWOOD VILLAGE, CO 80111 (303) 692-8838 / (303) 692-0470 Fax www.f-w.com</p>	<p>PARCEL NUMBER RW-10 NE1/4 SEC 25, T-2-S R-68-W, 6TH PM ADAMS COUNTY, COLORADO</p> <p>Project No: 18930 Date: October 21, 2021 Sheet Number: 1 of 1</p>

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10A**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10A of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 1,835 sq. ft. (0.042 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Lot 1, Block 2, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing Amended, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 03°53'28" West, 570.07 feet, said point being the TRUE POINT OF BEGINNING;

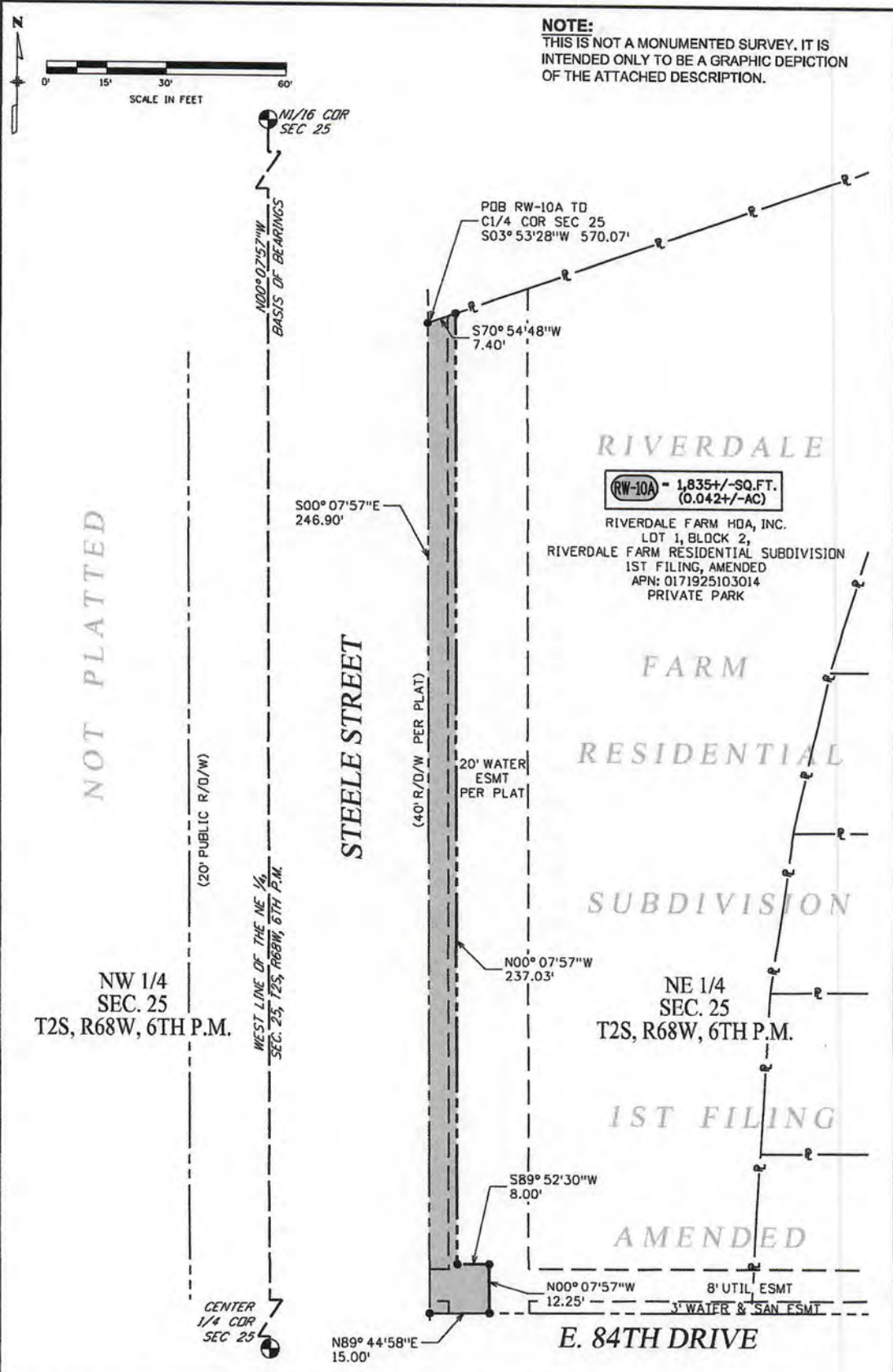
1. Thence along said east right-of-way line, South 00°07'57" East, a distance of 246.90 feet, to the southwest corner of said Lot 1, said corner also being on the north right-of-way line of E. 84<sup>th</sup> Drive;
2. Thence along the south line of said Lot 1 and the north right-of-way line of E. 84<sup>th</sup> Drive, North 89°44'58" East, a distance of 15.00 feet;
3. Thence North 00°07'57" West, a distance of 12.25 feet;
4. Thence South 89°52'30" West, a distance of 8.00 feet;
5. Thence North 00°07'57" West, a distance of 237.03 feet, to the north line of said Lot 1;
6. Thence along the north line of said Lot 1, South 70°54'48" West, a distance of 7.40 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 1,835 sq. ft. (0.042 acres), more or less.

Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





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**ADAMS COUNTY, COLORADO**  
 4430 S. Adams County Parkway  
 1st Floor, Suite 15700  
 Brighton, CO 80601  
 Phone: 720-523-6875

**Farnsworth GROUP**  
 6613 DTC Parkway, Suite 1100  
 GREENWOOD VILLAGE, CO 80111  
 (303) 682-8838 / (303) 692-0470 Fax  
 www.f-w.com

<b>EXHIBIT "B"</b> <b>ADAMS COUNTY ADA AREA III - STEELE STREET</b>	
<b>PARCEL NUMBER RW-10A</b> <b>NE1/4 SEC 25, T-2-S R-68-W, 6TH PM</b> <b>ADAMS COUNTY, COLORADO</b>	Project No: 18930 Date: October 21, 2021 Sheet Number: 1 of 1

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10B**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10B of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 3,140 sq. ft. (0.072 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Lot 2, Block 2, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 2, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 03°53'28" West, 570.07 feet, said point being the TRUE POINT OF BEGINNING;

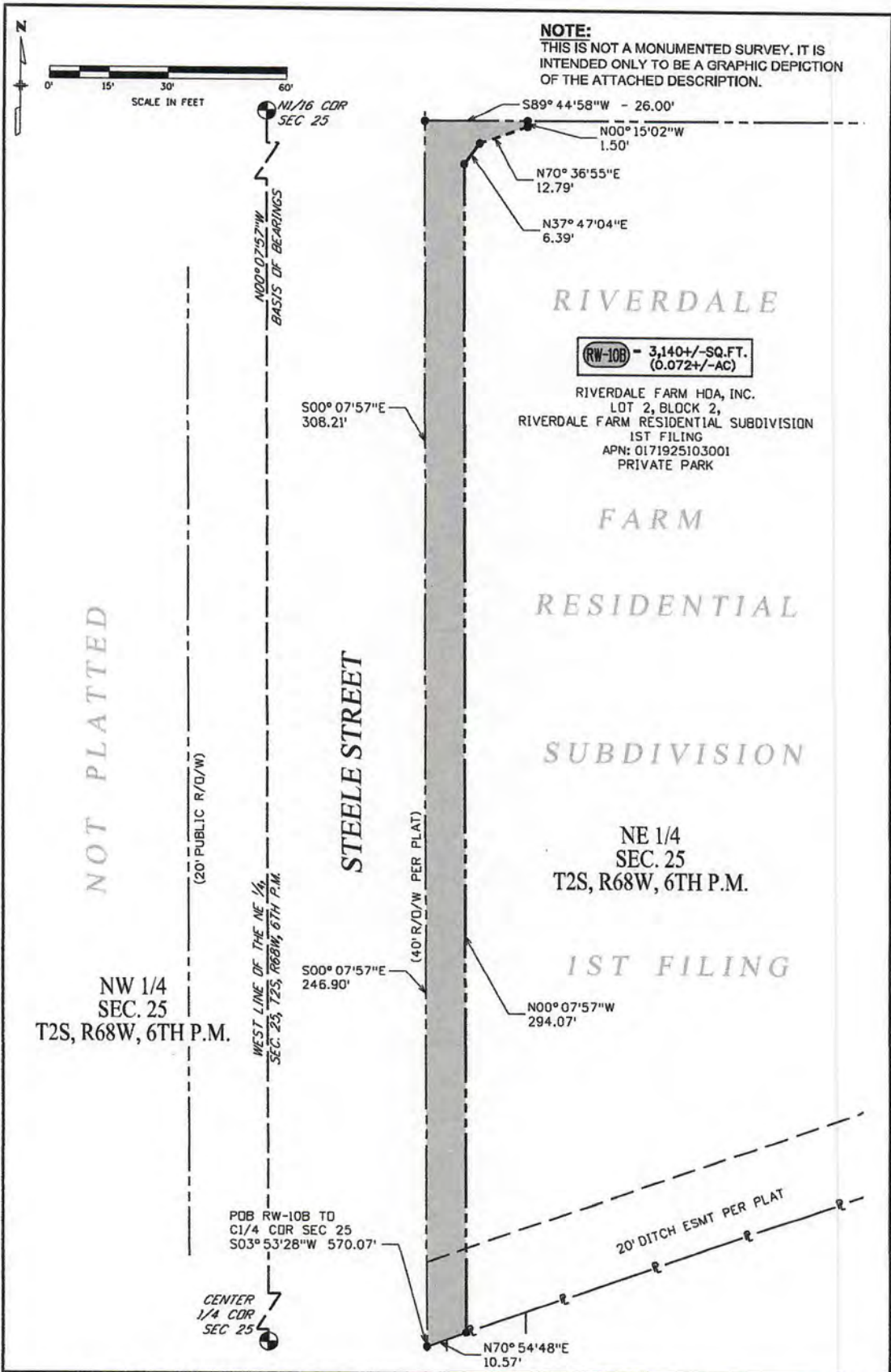
1. Thence along the south line of said Lot 2, North 70°54'48" East, a distance of 10.57 feet;
2. Thence North 00°07'57" West, a distance of 294.07 feet;
3. Thence North 37°47'04" East, a distance of 6.39 feet;
4. Thence North 70°36'55" East, a distance of 12.79 feet;
5. Thence North 00°15'02" West, a distance of 1.50 feet, to the north line of said Lot 2;
6. Thence along the north line of said Lot 2, South 89°44'58" West, a distance of 26.00 feet, to the northwest corner of said Lot 2, also being on the east right-of-way line of Steele Street;
7. Thence along said east right-of-way line, South 00°07'57" East, a distance of 308.21 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 3,140 sq. ft. (0.072 acres), more or less.

Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





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**ADAMS COUNTY, COLORADO**  
 4430 S. Adams County Parkway  
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**Farnsworth GROUP**  
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 (303) 682-8838 / (303) 692-0470 Fax  
 www.fw.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

PARCEL NUMBER RW-10B  
 NE 1/4 SEC 25, T-2-S R-68-W, 6TH PM  
 ADAMS COUNTY, COLORADO

Project No: 18930  
 Date: October 22, 2021  
 Sheet Number: 1 of 1

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-10C**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-10C of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 940 sq. ft. (0.022 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Block 5, Private Streets, Riverdale Farm Residential Subdivision 1st Filing, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at a point on the north right-of-way line of 85<sup>th</sup> Drive, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 02°40'39" West, 917.99 feet, said point being the TRUE POINT OF BEGINNING;

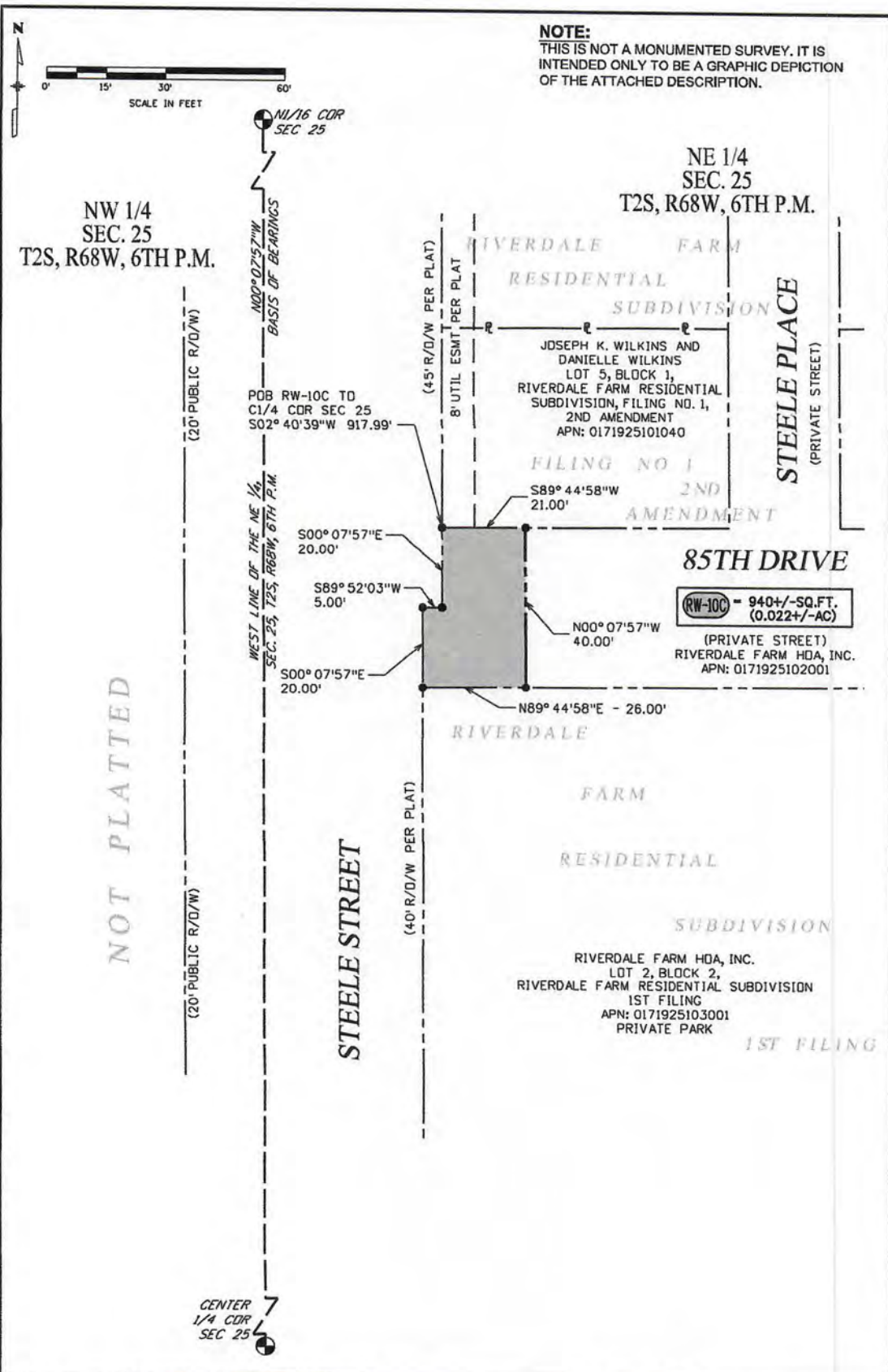
1. Thence along said east right-of-way line, South 00°07'57" East, a distance of 20.00 feet;
2. Thence continuing along said east right-of-way line, South 89°52'03" West, a distance of 5.00 feet;
3. Thence continuing along said east right-of-way line, South 00°07'57" East, a distance of 20.00 feet, to the south right-of-way line of 85<sup>th</sup> Drive;
4. Thence along said south right-of-way line, North 89°44'58" East, a distance of 26.00 feet;
5. Thence North 00°07'57" West, a distance of 40.00 feet, to the north right-of-way line of 85<sup>th</sup> Drive;
6. Thence along said north right-of-way line, South 89°44'58" West, a distance of 21.00 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 940 sq. ft. (0.022 acres), more or less.

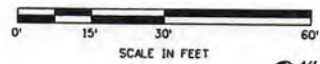
Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





**NOTE:**  
THIS IS NOT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO BE A GRAPHIC DEPICTION OF THE ATTACHED DESCRIPTION.



NW 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

NE 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

RIVERDALE FARM  
RESIDENTIAL  
SUBDIVISION

JOSEPH K. WILKINS AND  
DANIELLE WILKINS  
LOT 5, BLOCK 1,  
RIVERDALE FARM RESIDENTIAL  
SUBDIVISION, FILING NO. 1,  
2ND AMENDMENT  
APN: 0171925101040

FILING NO 1  
2ND  
AMENDMENT

85TH DRIVE

**RW-10C** = 940+/- SQ.FT.  
(0.022+/- AC)  
(PRIVATE STREET)  
RIVERDALE FARM HOA, INC.  
APN: 0171925102001

RIVERDALE  
FARM  
RESIDENTIAL  
SUBDIVISION

RIVERDALE FARM HOA, INC.  
LOT 2, BLOCK 2,  
RIVERDALE FARM RESIDENTIAL SUBDIVISION  
1ST FILING  
APN: 0171925103001  
PRIVATE PARK

1ST FILING

NOT PLATTED

STEELE STREET

STEELE PLACE  
(PRIVATE STREET)

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**ADAMS COUNTY, COLORADO**  
4430 S. Adams County Parkway  
1st Floor, Suite W5700  
Brighton, CO 80601  
Phone: 720-523-6875

**Farnsworth GROUP**  
5613 DTC Parkway, Suite 1100  
GREENWOOD VILLAGE, CO 80111  
(303) 682-8838 / (303) 692-0470 Fax  
www.f-w.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

PARCEL NUMBER RW-10C  
NE1/4 SEC 25, T-2-S R-68-W, 6TH PM  
ADAMS COUNTY, COLORADO

Project No: 18930  
Date: October 22, 2021  
Sheet Number: 1 of 1

**TEMPORARY CONSTRUCTION EASEMENT  
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Riverdale HOA, whose address is c/o Jonah G. Hunt, Attorney 1445 Market Street Suite 350 Denver Colorado 80202, hereinafter and collectively referred to as Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its heirs, successors, contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

Legal descriptions as set forth in Exhibit "A"'s attached hereto and incorporated herein by this reference.

Also know by street and number as: TBD Steele Street, Thornton, Colorado

Assessor's schedule or parcel numbers: part of: 0171925103014-Parcel 10  
0171925103001-Parcel 10A

Said easement and right-of-entry is for the purpose of construction drainage, irrigation ditch laterals and diversion box, curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements which are currently within the street right-of-way such as fences, mailboxes, driveway approaches and any other items that need to be relocated to private property as a part of this street and drainage project. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written Notice of Construction to Owner and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of Entry on a month-to-month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of FORTY-TWO DOLLARS (\$42.00) per month. The County shall provide notice in writing to the Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of Entry. This easement may be recorded in the County records and shall run with the Property. At Owner's request, County shall provide Owner with a release of this easement upon termination of the easement.





**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**TEMPORARY CONSTRUCTION EASEMENT NUMBER: TCE-10**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A temporary construction easement No. TCE-10 of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 19 sq. ft., more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Lot 1, Block 2, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing Amended, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said temporary construction easement being more particularly described as follows:

BEGINNING at a point on the north line of said Lot 1, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 04°51'45" West, 574.28 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence North 70°54'48" East, a distance of 3.17 feet;
2. Thence South 00°07'57" East, a distance of 3.17 feet;
3. Thence South 70°54'48" West, a distance of 6.34 feet;
4. Thence North 00°07'57" West, a distance of 3.17 feet;
5. Thence North 70°54'48" East, a distance of 3.17 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described temporary construction easement contains 19 sq. ft., more or less.

The purpose of the above described temporary construction easement is construction of roadway improvements.

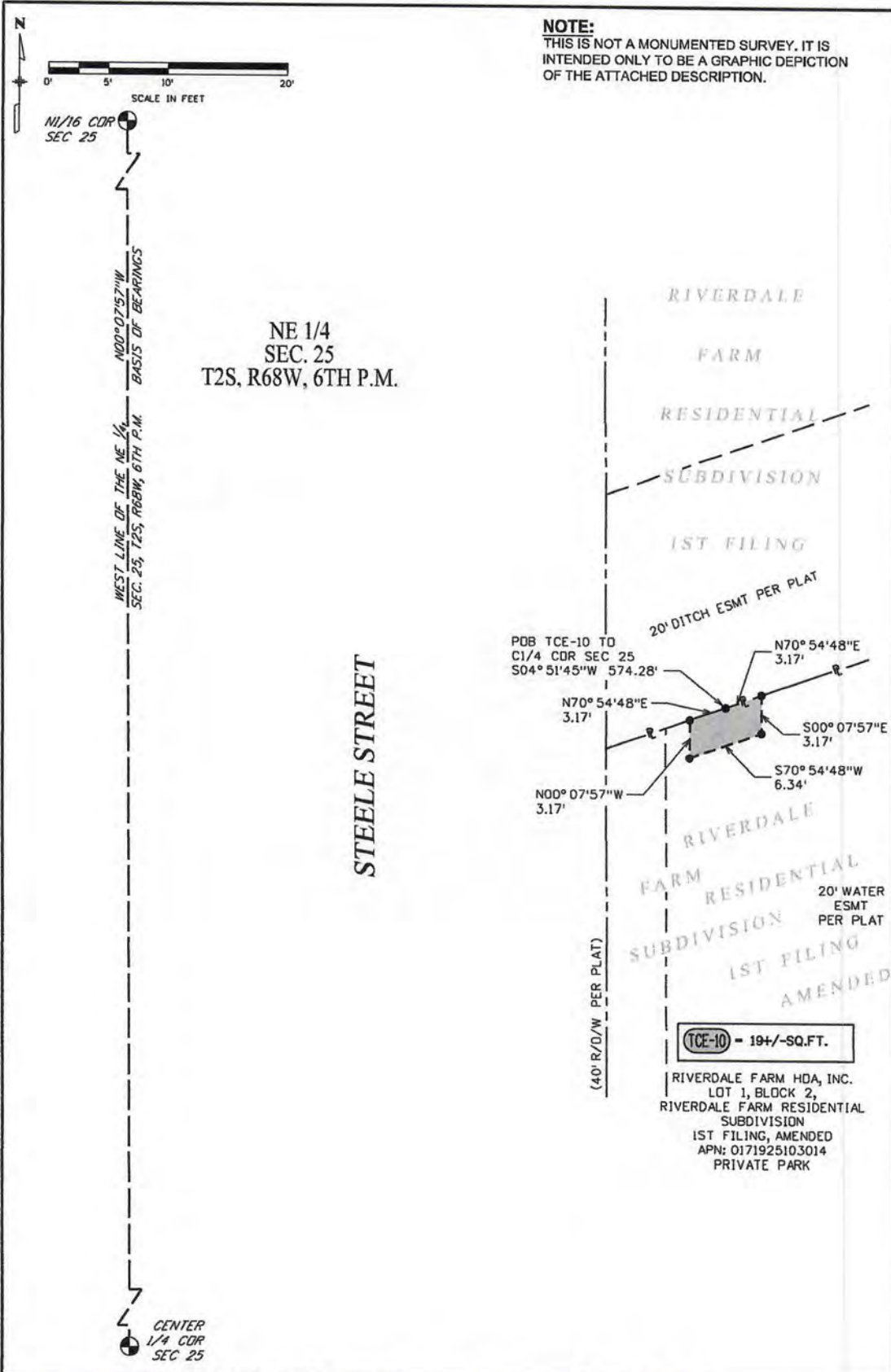
Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111



TCE  
P 10  
19 SF

**NOTE:**  
THIS IS NOT A MONUMENTED SURVEY. IT IS  
INTENDED ONLY TO BE A GRAPHIC DEPICTION  
OF THE ATTACHED DESCRIPTION.



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**ADAMS COUNTY, COLORADO**  
4430 S. Adams County Parkway  
1st Floor, Suite W5700  
Brighton, CO 80601  
Phone: 720-523-6875

**Farnsworth GROUP**  
6613 DTC Parkway, Suite 1100  
GREENWOOD VILLAGE, CO 80111  
(303) 682-8838 / (303) 692-0470 Fax  
www.f-w.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

**TEMPORARY CONSTRUCTION EASEMENT TCE-10**  
NE1/4 SEC 25, T-2-S R-68-W, 6TH PM  
ADAMS COUNTY, COLORADO

Project No: 18930  
Date: October 22, 2021  
Sheet Number: 1 of 1

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**TEMPORARY CONSTRUCTION EASEMENT NUMBER: TCE-10A**  
**DATE: OCTOBER 22, 2021**

**DESCRIPTION**

A temporary construction easement No. TCE-10A of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 904 sq. ft. (0.021 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Lot 2, Block 2, Riverdale Farm Residential Subdivision 1<sup>st</sup> Filing, as described at Reception No. C0134815 in the Adams County Clerk and Recorder's Office, said temporary construction easement being more particularly described as follows:

BEGINNING at a point on the south line of said Lot 2, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 04°51'45" West, 574.28 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence North 00°07'57" West, a distance of 294.07 feet;
2. Thence North 37°47'04" East, a distance of 6.39 feet;
3. Thence North 70°36'55" East, a distance of 5.53 feet;
4. Thence South 37°47'04" West, a distance of 10.01 feet;
5. Thence South 00°07'57" East, a distance of 292.01 feet;
6. Thence South 70°54'48" West, a distance of 3.17 feet, more or less, to the TRUE POINT OF BEGINNING,

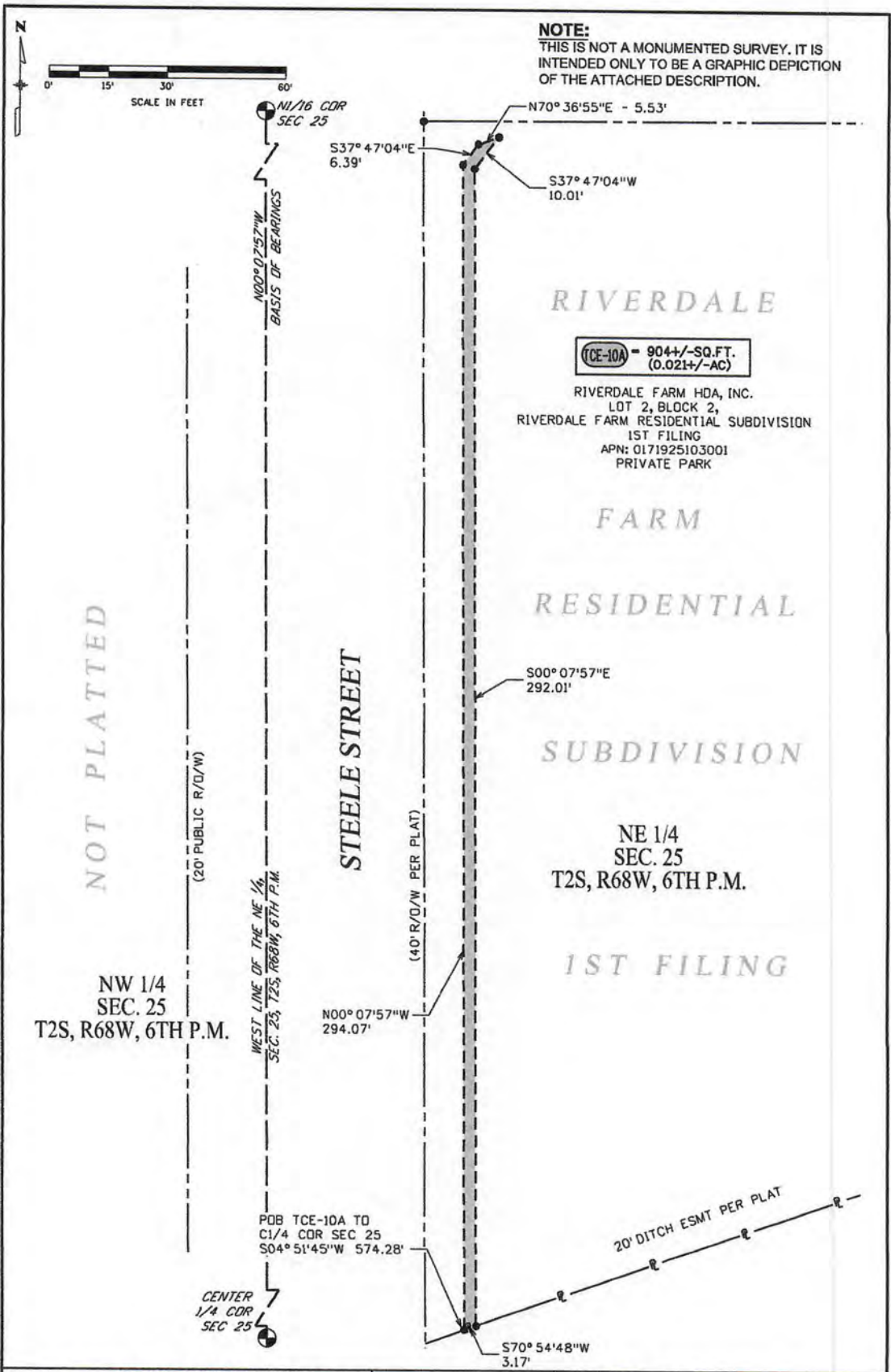
The above described temporary construction easement contains 904 sq. ft. (0.021 acres), more or less.

The purpose of the above described temporary construction easement is construction of roadway improvements.

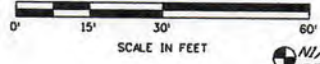
Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





**NOTE:**  
THIS IS NOT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO BE A GRAPHIC DEPICTION OF THE ATTACHED DESCRIPTION.



NOT PLATTED

RIVERDALE

TCE-10A = 904+/- SQ.FT.  
(0.021+/- AC)

RIVERDALE FARM HOA, INC.  
LOT 2, BLOCK 2,  
RIVERDALE FARM RESIDENTIAL SUBDIVISION  
1ST FILING  
APN: 0171925103001  
PRIVATE PARK

FARM

RESIDENTIAL

SUBDIVISION

NE 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

1ST FILING

STEELE STREET

NW 1/4  
SEC. 25  
T2S, R68W, 6TH P.M.

(20' PUBLIC R/O/W)

(140' R/O/W PER PLAT)



POB TCE-10A TO  
C1/4 COR SEC 25  
S04° 51'45"W 574.28'

10/25/2021 11:19 PM J:\2021\0211135.00 - Steele SJ ROW Plans\Survey\07\_Drawings\1893060W\_Exhibit-TCE-10A.dgn

**ADAMS COUNTY, COLORADO**  
4430 S. Adams County Parkway  
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Brighton, CO 80601  
Phone: 720-523-6875

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www.f-w.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

TEMPORARY CONSTRUCTION EASEMENT TCE-10A  
NE1/4 SEC 25, T-2-S R-68-W, 6TH PM  
ADAMS COUNTY, COLORADO

Project No: 18930  
Date: October 22, 2021  
Sheet Number: 1 of 1



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Memorandum of Understanding (MOU) for Adams County Scholarship Fund (ACSF)
<b>FROM:</b> Kylin Mueller
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves and signs this MOU.

### **BACKGROUND:**

The Adams County Scholarship Fund provides scholarships for around 60 students each year. This MOU details the school districts' role in this process.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools And Bennett School District 29J

### **ATTACHED DOCUMENTS:**

MOU  
Contract with ACEC and DOLA

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH ADAMS COUNTY,  
ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION,  
SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC  
SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT  
SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND

Resolution 2022

WHEREAS, the purpose of the Memorandum of Understanding, (MOU) is an agreement between Adams County, Colorado, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J designed to enhance the opportunity for students within Adams County to enter postsecondary education; and,

WHEREAS, Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J desire to enter into and agree with each other to provide services to the students within the Adams County Scholarship Fund; and,

WHEREAS, the Memorandum of Understanding has been Approved-as-to-form by the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding with the aforementioned partners, copies of which are attached hereto and incorporated herein by this reference, be hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to sign said Memorandum of Understanding on behalf of the County of Adams, State of Colorado.



**MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered this 8 day of August, 2022, between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601; Adams County Education Consortium, located at 1220 Pecos St. #100, Westminster, CO 80234; Adams 14 Education Foundation, located at 5291 E 60<sup>th</sup> Ave., Commerce City, CO 80022; School District 27J located at 18551 E 160<sup>th</sup> Ave., Brighton, CO 80601; Mapleton Education Foundation located at 9291 Clayton St., Thornton, CO 80229; Westminster Public Schools Foundation, located at 7002 Raleigh St., Westminster, CO 80030; Strasburg 31J, located at 56729 E. Colorado Ave., Strasburg, CO 80136; Adams 12 Five Star Schools, located at 1500 E. 128<sup>th</sup> Ave., Thornton, CO 80241; and Bennett School District 29J, located at 610 7<sup>th</sup> Street, Bennett, CO 80102.

WHEREAS, Adams County, Adams County Education Consortium and school districts are in an agreement to enhance the opportunity for students within Adams County to enter into post-secondary education.

WHEREAS, Adams County has selected Adams County Education Consortium to be the fiscal agent responsible for the Colorado Opportunity Scholarship Initiative grant; and,

WHEREAS, in its capacity as fiscal agent for Adams County, Adams County Education Consortium submitted an application for the State of Colorado’s, Department of Higher Education, Colorado Opportunity Scholarship Initiative grant (“Grant”); and,

WHEREAS, Adams County Education Consortium was awarded \$1,087,544.04 to disperse between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J, in accordance with the funding allocation set forth by the Grant; and,

NOW, THEREFORE, the parties mutually agree as follows:

1. Adams County Education Consortium shall continue to act as the applicant and fiscal agent for the funds received pursuant to the Grant and shall be solely responsible for complying with all state requirements in administering the Grant funds.
2. Adams County Education Consortium allotment under the Grant is \$27,188.60 to be used to administer the Grant program between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, District 50 Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett 29J.
3. Adams County Education Consortium will be required to have sub grantee agreements between the following sub grantees:

- a. Adams 14 Education Foundation allotment under the Grant is \$150,000 to be used for the Adams County Scholarship Fund.
  - b. School District 27J allotment under the Grant is \$130,000 to be used for the Adams County Scholarship Fund.
  - c. Mapleton Education Foundation allotment under the Grant is \$150,000 to be used for the Adams County Scholarship Fund.
  - d. Westminster Public Schools Foundation allotment under the Grant is \$154,000 to be used for the Adams County Scholarship Fund.
  - e. Strasburg 31J allotment under the Grant is \$23,000 to be used for the Adams County Scholarship Fund.
  - f. Adams 12 Five Star Schools allotment under the Grant is \$435,000 to be used for the Adams County Scholarship Fund.
  - g. Bennett 29J allotment under the Grant is \$18,000 to be used for the Adams County Scholarship Fund.
4. Grant Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
  5. Grant Funds may only be used for students attending Colorado public institutions of higher education.
  6. Adams County Education Consortium shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
  7. The Sub grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.
  8. The term of this MOU shall be for the entire term of the Grant award period, which lasts until the grant funding has been spent.
  9. In providing services under this MOU, the Adams County Education Consortium acts as an independent contractor and not as an employee of Adams County. The Consortium shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this MOU. No employee, agent, servant, or subcontractor of the Consortium shall be deemed to be an employee, agent, or servant of Adams County because of the performance of any services or work under this MOU. The Consortium, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Consortium understands that it and its employees and servants are not entitled to workers' compensation benefits from Adams County. The Consortium further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this MOU.**

IN WITNESS WHEREOF, the parties have executed the within MOU as of the date appearing at the beginning of this MOU.

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

Approved to Form:

*Amobay McIntyre*

\_\_\_\_\_  
Adams County Attorney's Office

ADAMS COUNTY EDUCATION CONSORTIUM

*Letia Frandina*  
\_\_\_\_\_  
Letia Frandina (Aug 9, 2022 10:23 MDT)

Executive Director

ADAMS 14 EDUCATION FOUNDATION

*Dale Mingilton*  
\_\_\_\_\_  
Dale Mingilton (Aug 19, 2022 10:02 MDT)

Executive Director

SCHOOL DISTRICT 27J

*Chris Fiedler*  
\_\_\_\_\_  
Chris Fiedler (Aug 22, 2022 10:48 MDT)

Superintendent

MAPLETON EDUCATION FOUNDATION

*Christopher Byrd*

Christopher Byrd (Aug 9, 2022 10:34 MDT)

---

Executive Director

WESTMINSTER PUBLIC SCHOOLS FOUNDATION

*Stephanie Baer*

Stephanie Baer (Aug 9, 2022 13:16 MDT)

---

Executive Director

STRASBURG 31J

*Dr. HM*

Superintendent

ADAMS 12 FIVE STAR SCHOOLS

*Chris Gdowski*

Chris Gdowski (Aug 23, 2022 08:09 MDT)

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Superintendent

BENNETT 29J

*Robin Purdy*

Robin Purdy (Aug 22, 2022 12:48 MDT)

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Superintendent


# 2022 MOU ACSF (1)


Final Audit Report


2022-08-23


Created:	2022-08-09
By:	Andrea Autobee-Trujillo (aautobeetrujillo@adamscountyeducation.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMBWeTaUJmg6Glb28zKvnjDsNFf6or0mx


## "2022 MOU ACSF (1)" History


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2022-08-09 - 3:45:49 PM GMT


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2022-08-09 - 4:22:12 PM GMT- IP address: 104.28.76.90


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2022-08-09 - 4:23:09 PM GMT- IP address: 107.127.35.92

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Signature Date: 2022-08-09 - 4:23:10 PM GMT - Time Source: server- IP address: 107.127.35.92


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2022-08-09 - 4:23:12 PM GMT


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2022-08-09 - 4:25:16 PM GMT- IP address: 104.28.50.164


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2022-08-09 - 4:34:00 PM GMT- IP address: 205.170.132.51


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Signature Date: 2022-08-09 - 4:34:01 PM GMT - Time Source: server- IP address: 205.170.132.51


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2022-08-09 - 7:16:18 PM GMT- IP address: 165.140.54.20


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Signature Date: 2022-08-19 - 4:02:02 PM GMT - Time Source: server- IP address: 209.249.35.178


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2022-08-22 - 6:46:15 PM GMT- IP address: 192.198.79.26


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Signature Date: 2022-08-22 - 6:46:16 PM GMT - Time Source: server- IP address: 192.198.79.26

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2022-08-22 - 6:46:19 PM GMT


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2022-08-23 - 1:30:26 AM GMT- IP address: 192.198.79.34

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2022-08-23 - 1:31:32 AM GMT- IP address: 192.198.79.34

 Document e-signed by Dan Hoff (dhoff@strasburg31j.com)


Signature Date: 2022-08-23 - 1:31:33 AM GMT - Time Source: server- IP address: 192.198.79.34

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2022-08-23 - 1:31:35 AM GMT

 Email viewed by chris.gdowski@adams12.org

2022-08-23 - 3:37:29 AM GMT- IP address: 172.226.176.21

 Signer chris.gdowski@adams12.org entered name at signing as Chris Gdowski

2022-08-23 - 2:09:46 PM GMT- IP address: 204.228.117.204

 Document e-signed by Chris Gdowski (chris.gdowski@adams12.org)

Signature Date: 2022-08-23 - 2:09:47 PM GMT - Time Source: server- IP address: 204.228.117.204

 Agreement completed.

2022-08-23 - 2:09:47 PM GMT





# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

<b>State Agency</b> Colorado Department of Higher Education on behalf of Colorado Opportunity Scholarship Initiative	<b>Agreement Number</b> CORE ID: CTGG1 2022-3426 COSI Matching Student Scholarship (MSS) Grant 2021-2022 Category: County										
<b>Grantee</b> Adams County Education Consortium	<b>Agreement Performance Beginning Date</b> The Effective Date										
<b>County</b>  <b>ADAMS</b>	<b>Initial Agreement Expiration Date</b> June 30, 2026										
<b>Agreement Maximum Amount</b>  Initial Term  <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">State Fiscal Year 2022</td> <td style="text-align: right;">\$135,943.00</td> </tr> <tr> <td>State Fiscal Year 2023</td> <td style="text-align: right;">\$135,943.00</td> </tr> <tr> <td>State Fiscal Year 2024</td> <td style="text-align: right;">\$135,943.00</td> </tr> <tr> <td>State Fiscal Year 2025</td> <td style="text-align: right;">\$135,943.00</td> </tr> <tr> <td><b>Total for All State Fiscal Years</b></td> <td style="text-align: right;"><b>\$543,772.00</b></td> </tr> </table>	State Fiscal Year 2022	\$135,943.00	State Fiscal Year 2023	\$135,943.00	State Fiscal Year 2024	\$135,943.00	State Fiscal Year 2025	\$135,943.00	<b>Total for All State Fiscal Years</b>	<b>\$543,772.00</b>	<b>Fund Expenditure End Date</b> June 30, 2026
	State Fiscal Year 2022	\$135,943.00									
State Fiscal Year 2023	\$135,943.00										
State Fiscal Year 2024	\$135,943.00										
State Fiscal Year 2025	\$135,943.00										
<b>Total for All State Fiscal Years</b>	<b>\$543,772.00</b>										
<b>Agreement Authority</b> Authority to enter into this Agreement exists in §23-3.3-1001, C.R.S. <i>et seq.</i> , and funds have been budgeted, appropriated and otherwise made available pursuant to §23-3.3-1005, C.R.S., and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.											
<b>Report Deadlines</b>  June 30, 2023 June 30, 2024 June 30, 2025 June 30, 2026											
<b>Agreement Purpose</b> Matching Student Scholarship Grants (MSS Grants) are designed to increase the amount of scholarship giving available for postsecondary students in Colorado. MSS Grants provide funding for tuition assistance - defined as financial assistance to an eligible student of an eligible institution, including such financial assistance as is necessary to pay the costs of tuition, fees, books, housing, food, and transportation – for students whose household incomes are determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants; are in a rigor-based student success program; are classified as Colorado residents for tuition purposes; and are attending public vocational schools, community colleges, four-year institutions of higher education, and research institutions in Colorado. The multi-year grants are distributed to eligible counties, institutions of higher education and community workforce programs. The State issued a Request for Proposal (the “RFP”) and the Grantee was selected as a grant recipient based upon its response to the RFP.  The County has designated Grantee to receive and administer Grant Funds designated to provide student tuition assistance in the county as demonstrated in <b>Exhibit E</b> , County Letter of Support or Resolution . CDHE and Grantee agree that (i) Grantee will receive and administer such Grant Funds in accordance with all requirements of 8 CCR 1504-9, (ii) Grantee will provide those Services described in <b>Exhibit A</b> , the Statement of Work, (iii) Grantee will obtain matching funds from private donors in an amount equivalent to the amount provided by the State, up to the maximum amount set forth on the Cover Page and distribute to students during the academic year of use in accordance with <b>Exhibit B</b> , and (iv) Grantee will timely provide proof of matching funds prior to disbursement of funds by the State using the Proof of Funds Letter, attached as <b>Exhibit D</b> . Grantee will comply with data terms described and agreed upon in <b>Exhibit C</b> , Annual Reporting.											
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> <li>2. Exhibit B, Invoice Schedule</li> <li>3. Exhibit C, Grantee Report</li> </ol>											

4. Exhibit D, Proof of Funds Letter Template
5. Exhibit E, Letter of Support or Resolution

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Invoice Schedule
5. Exhibit C, Grantee Report
6. Exhibit D, Proof of Funds Letter Template
7. Exhibit E, Letter of Support or Resolution

**Principal Representatives**

For the State:

Dr. Cynthia Armendariz  
Colorado Department of Higher Education  
1600 Broadway, Suite 2200  
Denver, CO 80202  
cynthia.armendariz@dhe.state.co.us

For Grantee:

Letia Frandina  
Adams County Scholarship Fund  
1500 E. 128th Ave.,  
Thornton, Colorado 80241  
lfrandina@adamscountyeducation.org

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**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>GRANTEE</b> Adams County Scholarship Fund on behalf of ADAMS</p> <p style="text-align: center;"><i>Letia Frandina</i></p> <hr/> <p>By: Letia Frandina, Executive Director Date: <u>April 29, 2022</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Higher Education Dr. Angie Paccione, Executive Director</p> <p style="text-align: center;"><i>Dr. Angie Paccione</i></p> <hr/> <p>By: Dr. Angie Paccione, Executive Director Date: <u>May 2, 2022</u></p>
---	---

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

*Trisha Esquibel*

By: Trisha Esquibel, Controller and State Controller Delegate,  
Colorado Department of Higher Education

Effective Date: May 9, 2022

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## 1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”) and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State” or “CDHE”). Grantee and the State agree to the terms and conditions in this Agreement.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

### B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter.

### D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

### E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. "**Budget**" means the budget for the Work described in Exhibit B.
- D. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

- E. “**Cost of Attendance**” means the student's cost of attending an institution of higher education that is determined by the institution of higher education based on federal and commission policy, and includes tuition, fees, room, board, books, capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act. Supplies, transportation, and other allowable expenses.
- F. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- H. “**Endowment Matching Funds**” means Endowment Model scholarship funds raised by Grantee to satisfy the 1:1 match required by 8 CCR 1504-9 §2.04 to receive the Grant Funds. Endowment Matching Funds shall be endowed funds, as approved by the Board, that Grantee raises for the specific purpose of the 1:1 matching contribution requirement of a Matching Student Scholarship Grant and may include funds raised by Grantee for creation of a new endowment or additional contributions to an existing endowment.
- I. “**End of Term Extension**” means the time period defined in §2.D.
- J. “**Exhibits**” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. “**Expected Family Contribution**” means the amount of money that a student's family is expected to contribute to the student's cost of attendance at an institution of higher education.
- L. “**Extension Term**” means the time period defined in §2.C.
- M. “**Financial Assistance**” means money awarded to a student based on the student's cost of attendance at the institution of higher education.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. “**Initial Term**” means the time period defined in §2.B.
- R. “**Matching Funds**” means the scholarship funds raised by Grantee to satisfy the 1:1 match required by 8 CCR 1504-9 §2.04 to receive Matching Student Scholarship Grant Funds. Qualifying funds shall be funds that are raised or designated by Grantee for the specific purpose of the 1:1 matching contribution requirement of this Grant and funds that were not previously directly or indirectly used to support existing scholarships.

- S. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- U. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- W. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees of grant funds.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. **“Work Product”** does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.



#### 4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B.
- b. Grantee shall submit proof of funds by submitting Exhibit D to the State in order to initiate payment requests.
- c. The State shall pay each invoice as soon as possible following the State's receipt of proof of funds.

###### ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

###### iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

###### iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or

funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide Matching Funds as provided in **§3.O** and Exhibit A and B. Grantee shall have raised the full amount of Matching Funds prior to the dates outlined in Exhibit B and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit B has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee.

## 6. REPORTING - NOTIFICATION

A. Annual Reports

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, Grantee shall submit a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by CDHE, outlined in **Exhibit C**. Progress reports shall be submitted to CDHE no later than June 30 of each year required per Exhibit C or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports in conformance with Exhibit C to the State.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the. State may impose any penalties for noncompliance allowed, which may include, without limitation, suspension or debarment.

**7. GRANTEE RECORDS**

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

Grantee shall secure from the awardee a FERPA release for both the grantee and COSI and then also specify that the grantee is responsible for collecting data and maintaining it for COSI for a period of ten years. A template for FERPA consent and information acknowledgement is available upon request from COSI staff.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a

similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State and in compliance with FERPA, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

## 10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

### A. State's Remedies

If Grantee is in breach under any provision of this Agreement, the State, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Grantee's breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

##### c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.



ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

## B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

## 14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

## 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

### A. Work Product

#### i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

## 16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 17. GENERAL PROVISIONS

### A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

### B. Subcontracts

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State.

### C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

### E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral

or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible

for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including

attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. **Intellectual Property Indemnification**

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and

unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.**

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

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## EXHIBIT A, STATEMENT OF WORK

### 1. GRANTEE GOALS AND OBJECTIVES

#### 1.1 Grantee Goals:

With the combined total of \$1,087,544.00 in State allocation from COSI and matching funds, Grantee will use 2.5% of the total amount of the funds for administrative support, equal to \$27,188.60, \$1,060,355.4 will remain available for scholarships. Grantee will use these funds to award eligible students as described below.

Grantee agrees to administer scholarships to students who are Colorado residents (including ASSET students), meet income eligibility (up to 250% pell), attend a public Colorado institution of higher education, and enroll in a program designed to culminate in a credential.

Additionally, Grantee will serve students with the following specified criteria: This program is designed for first-generation and low-income High School Seniors in Adams County. Each School District and District Foundation will be responsible for awarding eligible graduates up to one million dollars in scholarships. The ACSF was established in order to address the needs of low-income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage. These programs are customized to the needs of each school district. Students must enroll in Colorado public institute.

#### 1.2 Grantee Objectives:

**Objective 1 Scholarships:** Grantee agrees to administer scholarships in the amount of \$2,000 per semester, or \$4,000 per year to 60 students.

In addition, scholarship recipients must meet the following milestones in order to continue to receive the scholarship: Students in the Adams County Scholarship Program are required to participate in a summer bridge program run by ACEC's strategic partner Goodwill prior to entering college. Beginning in their first semester of freshman year, the students are required to have routine check-ins with their Post-Secondary Success coordinator and maintain good academic standing. Students are also required to provide proof of enrollment for semesters they receive scholarship funds and be enrolled full-time.

**Objective 2 Student Support Program:** Scholarship recipients will be served by the following program(s): **Institution program, Grantee funded program.**

Scholarship recipients will receive the following services: College transition and summer melt programming, Academic advising, Direct support in completing FAFSA/institutional financial aid application, Case management (one-on-one support), Opportunities to build connection and community with peers, staff/faculty and campus, Academic support (e.g. tutoring, study groups), Workshops (e.g. well-being, resume building, scholarship search/application and other needs as identified by students and staff), Career counseling

**Objective 3 Matching Funds:** Matching funds will be raised to meet the stated goal above by using the following strategy: ACEC will utilize the 2.5% allowable administrative cost from the county's match to oversee the ACEC. ACEC distributes funds based on the free and reduced lunch criteria. We have strong financial support from the Adams County Board of County Commissioners. It is our goal to make college possible for every student in Adams County. Currently, the funding will be sustained by utilizing the three (3%) percent countywide sales tax on retail marijuana and retail marijuana products, with any additional funds provided by the Adams County general fund. ACEC holds a quarterly stakeholder meeting to discuss the sustainability of the ACSF.

## 2. GRANTEE IMPLEMENTATION PLAN

### 2.1 Timeline:

Grantee will distribute scholarships in the Fall and Spring semester(s), beginning in 2022-2023 academic year for 4 year(s).

## 3. ASSURANCES

Grantee agrees to the following Assurances:

1. Grantee will provide requested data to CDHE for the COSI within the timeframe specified in the reporting requirements and Exhibit C of the agreement.
2. Grantee will obtain a FERPA release or similar document from individual participants allowing Grantee to gather and share various data to meet CDHE and COSI requirements.
3. The Grantee will not discriminate against any student with regard to race, gender, sexual orientation, national origin, color, disability, or age.
4. The Grantee will provide proof of matching funds provided by an approved matching partner.
5. Grant Funds will be used to provide the cost of attendance dollars as defined in this Grant, and the appropriate fiscal agent will administer grant Funds.
6. Funded projects will maintain appropriate fiscal, and the Grantee will conduct program records and fiscal audits of this program as a part of its regular audits.
7. If any findings of misuse of these Grant Funds are discovered, Grant Funds will be returned to CDHE.
8. The Grantee will maintain sole responsibility for the project even though Subgrantees may perform certain services.
9. The Grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.
10. The Grantee will distribute Grant Funds only to Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income to determine eligibility for PELL grants.
11. Designated staff members will attend the required quarterly and regional meetings, annual symposiums, and complete grant check-in and site visits. In addition, they will support/participate in other activities that may be required to monitor the grant's progress.
12. Grantee must contact the COSI Point of Contact before making any modifications to the COSI Board approved program plan and budget. Depending on the nature of the request, COSI staff may approve, or the request may require Board approval. Project modifications and changes must be requested in writing and be approved in writing by COSI before modifications are made.

The Colorado Department of Higher Education may terminate a grant award upon thirty (30) days' notice if CDHE deems that the Grantee is not fulfilling the requirements of the funded program as specified in the approved proposal or if the program is generating less than satisfactory results.

All funding for the Colorado Opportunity Scholarship Initiative grant programs will be contingent upon annual appropriations by the State Legislature and any other further discretion at the jurisprudence of the grantor.

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**EXHIBIT B, INVOICE SCHEDULE**

<b>SUMMARY OF BUDGET</b>	
Student scholarships as described in Exhibit A	\$1,060,355.40
Administrative fees equal to 2.5% of the combined total of Grantee matching funds and State funds	\$27,188.60

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee's ability to raise 1:1 matching funds for the purpose of this Grant. Funds will only be disbursed at the point in which the dollars will be used for Financial Assistance within the next academic period, and after matching funds have been raised. Payments from the State per the invoice schedule will not be administered until proof of funds (using the template attached as Exhibit D) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds for the benefit of individual students receiving scholarships.

The Grant start date will be the effective date. The Grant termination date will be June 30, 2026. The State intends to administer payments following the schedule outlined below.

State Fiscal Year 2022 - 1 payment(s)  
 State Fiscal Year 2023 - 1 payment(s)  
 State Fiscal Year 2024 - 1 payment(s)  
 State Fiscal Year 2025 - 1 payment(s)

**INVOICE SCHEDULE**

<b>INVOICE SCHEDULE</b>					
<b>Payment Month &amp; Year</b>		<b>Total Grantee Match: \$543,772.00</b>	<b>Total CDHE: \$543,772.00</b>	<b>Combined Total: \$1,087,544.00</b>	
<b>Month</b>	<b>Year</b>	<b>Grantee Match Amount</b>	<b>CDHE Amount</b>	<b>Admin Fee</b>	
July	2022	\$122,349.00	\$122,349.70		
July	2022	\$13,594.30	\$13,594.30	X	
<b>Total Year 1 Combined: \$271,886.00</b>					
July	2023	\$135,943.00	\$135,943.00		
<b>Total Year 2 Combined: \$271,886.00</b>					
July	2024	\$135,943.00	\$135,943.00		
<b>Total Year 3 Combined: \$271,886.00</b>					

July	2025	\$135,943.00	\$135,943.00	
				<b>Total Year 4 Combined: \$271,886.00</b>

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## EXHIBIT C, ANNUAL REPORTING

Grantee must submit an annual performance report to CDHE following COSI's reporting schedule as outlined here:

- June 30, 2023, to include all terms between summer 2022 and spring 2023
- June 30, 2024, to include all terms between summer 2023 and spring 2024
- June 30, 2025, to include all terms between summer 2024 and spring 2025
- June 30, 2026, to include all terms between summer 2025 and spring 2026

Data collection, reporting, and evaluation will be centered on the **program goals and required activities outlined in the Exhibit A**. COSI's evaluation plan, analysis and results are only possible with the complete and timely submission of data and reports from grantees. It is important that grantees utilize the templates, submit reports and data requests in a timely manner, and ask for support when needed. Adequate policies and tools ensure accuracy and timeliness. There will be continued support from COSI technical assistance staff to aid in developing and implementing your data collection tool and plan. Reference the COSI website for materials and resources to support in completing annual reporting.

### Data Collection

Accurate and timely data collection will be important pieces to not only ensure that required activities are completed, but also to make the reporting process easier. Data tracking tools should be organized in a manner to track student level data and required activities. Grantee shall secure from the awardee a FERPA release for both the grantee and COSI and then also specify that the grantee is responsible for collecting data and maintaining it for COSI for a period of ten years.

### Annual Report

Matching Student Scholarship grantees are required to submit an annual report which consists of a narrative summary of the program progress and student level data.

- Reports are due on **June 30** of each grant year
- CDHE requires reports to be submitted safely and securely through the designated delivery system, any reports sent via email or other systems will not be accepted.
- Grantees must use the COSI report templates which can be accessed on the COSI website.

The report is divided into two sections:

1. **Narrative:** The Grantee will provide an overview of the status of the project, with a focus on statement of work and required activities, collaborations, and program highlights. The written portion of the Annual Report is an opportunity to share qualitative data and special circumstances that otherwise would not be reflected in quantitative results. Grantee must use the template provided by COSI.

2. **Student List:** Grantee is required to provide student level data for students receiving scholarships funded by the COSI MSS grant and matching funds (the combined total of the grant).

Grant Code	Agreement contract/grant code
Report Year	The enrollment period identified by the year on which the data are based
Report Term	The enrollment period identified by the term on which the data are based
Institution attended Code	Four-digit CDHE Institution code
Institutional Student ID	A number that uniquely identifies a student at an institution. This number is assigned by the institution
Social Security Number (SSN)	A number that uniquely identifies a student.
Date of Birth (DOB)	The date of birth as designated on the individual's legal birth registration or certificate
Scholarship Amount	Amount of scholarship (COSI + Matching funds) a student received in the reported term
County	Applicable to MSS grantee who distribute county grants. Indicate which county funds the student received in the reported term

### **Additional Data Requirements**

In addition to the annual report, Grantee's may be required to participate in a data check-in at site visits and regional meetings with COSI Staff. Grantees may also be required to participate in research that would require additional data and reporting.

COSI staff will work with grantees to develop rigorous program metrics that will help them meet their program goals and objectives. During the drafting of grant agreements, Grantees will receive technical assistance on:

- Creating customized and individualized data reports to determine baseline data
- Selecting realistic and appropriate metrics
- Determining benchmarks to support progress monitoring
- Using data to inform decisions for programming

### **Evaluation**

Annually, COSI conducts evaluation and analysis of program expenditure aligned with our evaluation plan. An external evaluator will look at individual grantees and produce qualitative and quantitative reports for all COSI grant programs. Ultimately the data and reports will be used to evaluate COSI as a whole and determine success, challenges, and need for support within specific areas of the state.

COSI's evaluation of program progress and outcomes is only one level of evaluation that grantees may utilize to evaluate their program. It is encouraged that grantees implement their own evaluation plan and process to ensure that they are meeting their goals and objectives. Evaluating your program allows you to analyze such areas as programs activities, management, and objectives and outcomes and helps you demonstrate progress and adjust when necessary.

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## EXHIBIT D, PROOF OF FUNDS LETTER

Date Submitted: \_\_\_\_\_

Grantee Name: \_\_\_\_\_

On Behalf of (if applicable): \_\_\_\_\_

Grant Code: \_\_\_\_\_

Year of Grant Award: \_\_\_\_\_  
(ex. 2016-2017, FY of award)

Payment Month & Year: \_\_\_\_\_  
(ex. July 2020, Nov. 2020, or April 2021)

Total Amount Matched & Submitted: \_\_\_\_\_  
(ex. 23,500/50,000-include amount raised to date)

Dr. Cynthia Armendariz  
 Senior Director, Colorado Opportunity Scholarship Initiative  
 Colorado Department of Higher Education  
 1600 Broadway Street, Suite 2200  
 Denver, CO 80202

Dear Cynthia,

May this letter serve as [*Grantee Name, on behalf of (if applicable)*] certification that [*\$amount*] in new scholarship dollars have been raised to match the State’s allocation of 1:1 Matching Student Scholarship (MSS) grants.

These new funds were raised leveraging the state’s match, and were obtained from the following sources:

- Individuals:
- Foundations:
- Corporations:
- Special Events:
- Other:
- **Total:**

With the signature(s) below, the authorized representative confirms that the above statements are true.

Signature & Title: \_\_\_\_\_ Date: \_\_\_\_\_

If Grantee has multiple grants, *submit one letter per grant code* until the matched funds are fulfilled. Certifications must be emailed to **cosi.info@dhe.state.co.us** prior to billing cycles.

**CERTIFICATIONS SENT BY MAIL WILL NOT BE RECEIVED AND PAYMENTS WILL NOT BE ISSUED.**



Commissioners' Office  
4430 S. Adams County Pkwy.  
5th Floor, Suite C5000A  
Brighton, CO 80601-8204  
PHONE 720.523.6100 | FAX 720.523.6045  
[ad.co.gov.org](http://ad.co.gov.org)

February 9, 2022  
Colorado Department of Higher Education  
1560 Broadway, Suite 1600  
Denver, CO 80203

To whom it may concern,

It is with pleasure that we submit a letter of support for the Colorado Opportunity Scholarship Initiative grant application being submitted by the Adams County Education Consortium (ACEC) on behalf of Adams County. The Adams County Scholarship grant proposal is a collaborative effort that involves: Adams 12 Five Star Schools, 27J Education Foundation, Westminster Public Schools Foundation, Adams 14 Education Foundation, Strasburg 31J, Bennett 29J and Mapleton Education Foundation.

The Board of County Commissioners recognizes the importance of increasing the current levels of educational attainment by students in our county and closing the attainment gap that exists between our white/Asian population and our non-white population. Today, less than 25% of Adams County residents hold at least a bachelor's degree, the lowest percentage of any county in the Denver-Metro area and among the lowest in the state. Clearly, this is an issue that needs to be addressed, and the Adams County Scholarship Fund proposal is a step towards closing the gap.

We are excited to partner with the Adams County Education Consortium and the seven School Districts to continue offering scholarships to low-income youth in Adams County. We strongly urge you to fund this program.

Commissioner Eva J. Henry,  
District 1

Commissioner Charles  
"Chaz" Tedesco, District 2

Commissioner Emma Pinter,  
District 3

Commissioner Steve O'Doriso,  
District 4

Commissioner Lynn Baca,  
District 5

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve J. O'Doriso  
DISTRICT 4

Lynn E. Baca  
DISTRICT 5



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and West 62 <sup>nd</sup> Ave, LLC, for property necessary for the 62 <sup>nd</sup> Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the 62 <sup>nd</sup> Avenue Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of 62<sup>nd</sup> Avenue. Attached is a copy of the right-of-way agreement between Adams County and West 62<sup>nd</sup> Ave, LLC, for acquisition of property interests in the amount of \$127,060.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 13</b>
<b>Cost Center: 3056</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND WEST 62<sup>ND</sup> AVE, LLC, FOR PROPERTY NECESSARY FOR THE  
62<sup>ND</sup> AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT FROM PECOS  
STREET TO WASHINGTON STREET

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 605 West 62<sup>nd</sup> Avenue located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by West 62<sup>nd</sup> Ave, LLC (“Parcel RW-13 & TE-13”); and,

WHEREAS, Adams County requires ownership of Parcels RW-13 & TE-13 for construction of the Improvements; and,

WHEREAS, West 62<sup>nd</sup> Ave, LLC is willing to sell Parcel RW-13 & TE-13 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and West 62<sup>nd</sup> Ave, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## Right-of-Way Agreement

This Right-of-Way Agreement (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) by and between **West 62<sup>nd</sup> Ave, LLC, a Colorado Limited Liability Company** whose address is **7010 Broadway, Suite 107 Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”).

This Agreement documents the parties’ agreement for the conveyance of a fee simple interest for right-of-way purposes on a portion of Owner’s real property located at 605 W 62<sup>nd</sup> Avenue, in Denver, Colorado (the “Real Property”) for the County’s 62<sup>nd</sup> Avenue Widening Project (the “Project”), which conveyance shall be made pursuant to the form of deed attached hereto as Exhibit D (the “Deed”). The legal description of the portion of Owner’s Real Property being conveyed to the County is set forth in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the “Property”). In addition to the County’s acquisition of the Property, this Agreement also documents the parties’ agreement for the County’s acquisition of a Temporary Construction Easement (“TCE”) on additional portions of the Owner’s Real Property as described and depicted on Exhibit B, and for the County’s reimbursement obligation to Owner for the destruction of certain improvements on Owner’s Real Property in the location depicted on Exhibit C attached hereto, as described below.

The compensation agreed to by the Owner and the County for (a) the County’s acquisition of the Property, (b) Owner’s granting of the TCE to the County, and (c) the County’s reimbursement of the value of certain Owner improvements on the Real Property to be removed or destroyed by the County in connection with the Project, is **ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$127,060.00)** (“Compensation”), the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$66,220.00 for the Owner’s conveyance to the County of the Property; \$18,140.00 for Owner’s granting of the TCE to the County; and \$42,700.00 for property improvements noted in Section 6. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner has the power to enter into this Agreement. The County has the right to confirm that Owner owns the Real Property by obtaining a current title report or title commitment, in County’s sole discretion.
2. A closing shall be held at H.C. Peck & Associates, Inc. (the “Title Company”) located at 3401 Quebec Street, Suite 8100, Denver, CO 80207 at a date and time mutually agreed upon by the Owner and the County (the “Closing”) and no later than 90 days following the Effective Date of this Agreement. The Owner agrees to execute and deliver to the Title Company the attached conveyance documents on or before the

Closing in accordance with the closing procedures of the Title Company, and which procedures are approved in writing by the Owner and County. The County shall tender to the Title Company a warrant in the amount of the agreed upon compensation on or before the Closing. At the Closing, the Title Company shall pay to the Owner the Compensation, in cash by wire transfer, and the Title Company shall record the Deed and the TCE, at the County's sole cost and expense. The costs of the closing including title insurance, shall be borne by the County.

3. Prior to the date hereof, the Owner has granted to the County, its contractors, agents, and all other deemed necessary by the County, temporary use of the Property pursuant to the terms and conditions in that certain Temporary Right of Entry dated July 22, 2020.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County or at the Closing through the Title Company.
5. The County shall assure that reasonable access shall be maintained by County's contractor to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
6. The County will remove one tree, approximately 2,120 square feet of asphalt, and sign and related improvements. But the County has agreed to reimburse the owner the expense of the one tree, approximately 2,120 square feet of asphalt, and sign and related improvements and made a part of this Agreement.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.
8. If the Owner fails to consummate the transactions described in this Agreement for any reason, except the County's default, the County may at its option, enforce this Agreement by bringing an action against the Owner for specific performance.
9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns of Owner and the County.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

12. As a material part of the consideration for this Agreement, the Owner and the County agree that the County's acquisition of the Property and TCE shall be on an as-is, where-is basis and the County shall rely solely on its examination of the Property and is not relying upon any representation, warranty, covenants or other assertions, express or implied, of Owner as to any matter concerning the Property in connection with the transactions that are the subject of this Agreement, including without limitation: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, access, plumbing, sewage, and utility systems, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, suitability, value or fitness of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Materials on, under or about the Property or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the Real Property, (ix) the condition of title to the Property, and (x) the economics of the operation of the Property.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email in PDF format counterparts of the signature pages, which shall be deemed an original.

*[Signatures on following page]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

**Owner:**

~~West 62<sup>nd</sup> Ave, LLC~~  
 By: Authorized Person  
 [name, title] of West 62<sup>nd</sup> Ave, LLC

By: Douglas Garnett as Manager

Name: Douglas Garnett

Date: 8/10/22

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

Exhibits:

- Exhibit A – Legal Description and Depiction of the Property
- Exhibit B – Legal Description and Depiction of the Easement Area subject to the TCE
- Exhibit C – Depiction of Improvement Area
- Exhibit D – Form of Deed
- Exhibit E – Form of TCE

**EXHIBIT A (1 OF 2)**  
**RW13**  
**Adams County Project #IMP2020-00016**  
**62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

A strip of land, Twenty (20) feet in width, being part of Lot 4, Block 1, Midwest Hauler's Subdivision, recorded December 28, 1999 as Reception No. C0626911 of the records of the Adams County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

The South Twenty (20) feet of said Lot 4 abutting the North Right-of-way line of W. 62<sup>nd</sup> Avenue.

Said described strip of land contains 2,759 sq. ft. or 0.063 acre, more or less ( $\pm$ ), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

**SURVEYORS STATEMENT**

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



---

Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

JN: 20200317

PERMANENT DRAINAGE EASEMENT  
TO THE COUNTY OF ADAMS,  
STATE OF COLORADO  
REC. NO. 2020000016383

5' UTILITY EASEMENT  
TO PSCO AND  
THE MOUNTAIN STATES  
TELEPHONE AND  
TELEGRAPH COMPANY  
B.3027 P.809

WEST 62ND AVE LLC  
(REC. NO. 2017000076525)  
LOT 4, BLOCK 1  
MIDWEST HAULER'S SUBDIVISION  
(REC. NO. C0626911)

LOT 3, BLOCK 1  
MIDWEST HAULER'S  
SUBDIVISION

5' U & DE

5' U & DE

10' UTILITY EASEMENT  
TO AIRTOUCH CELLULAR  
B.5452 P.325

RW13  
2,759 SQ. FT.  
0.063 ACRE

REC. NO. 2009000027571

20' ROAD R.O.W.

10' U & DE  
REC. NO. C0626911  
(PLAT)

NORTH SIXTEENTH CORNER,  
SECTIONS 9+10, T3S, R68W

N89°36'29"E 1322.71'

NORTHWEST  
SIXTEENTH CORNER,  
SECTION 10, T3S, R68W

W. 62ND AVE

40' ROAD R.O.W.

40' INGRESS AND  
EGRESS EASEMENT  
B.1466 P.118

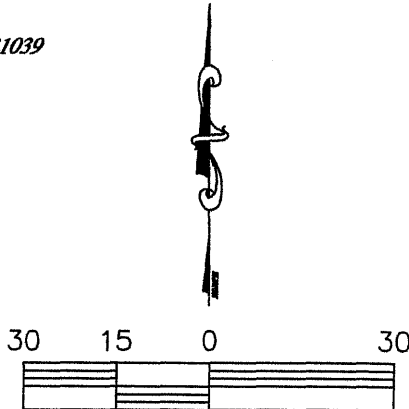
REC. NO. 2020000105905

REC. NO. 2014000031039

REC. NO. 796529

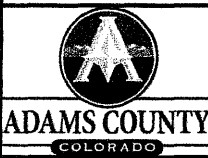


Michael Chad Dilka -  
On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38106



SCALE IN FEET  
SCALE: 1"=30'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



**RockSol**  
Consulting Group, Inc.  
12076 Grant Street  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350



**KING SURVEYORS**  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821  
email: contact@KingSurveyors.com

**PROJECT NO:** 20200317  
**DATE:** 10/5/2021  
**CLIENT:** ROCKSOL  
**DWG:** RW13  
**DRAWN:** SMF **CHECKED:** MCD

**EXHIBIT B (1 OF 2)**

**TE13**

**Adams County Project #IMP2020-00016  
62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

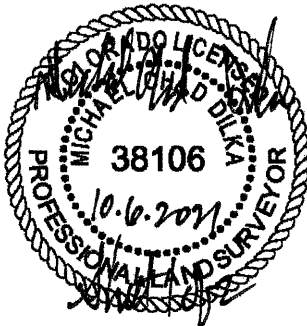
A strip of land, Forty (40) feet in width, being part of Lot 4, Block 1, Midwest Hauler's Subdivision, recorded December 28, 1999 as Reception No. C0626911 of the records of the Adams County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

The North Forty (40) feet of the South Sixty (60) feet of said Lot 4 abutting the North Right-of-way line of W. 62<sup>nd</sup> Avenue.

Said described strip of land contains 5,037 sq. ft. or 0.116 acre, more or less ( $\pm$ ), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

**SURVEYORS STATEMENT**

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



---

Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**

650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

JN: 20200317

PERMANENT DRAINAGE EASEMENT  
TO THE COUNTY OF ADAMS,  
STATE OF COLORADO  
REC. NO. 2020000016383

5' UTILITY EASEMENT  
TO PSCO AND  
THE MOUNTAIN STATES  
TELEPHONE AND  
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B.3027 P.809

WEST 62ND AVE LLC  
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LOT 4, BLOCK 1  
MIDWEST HAULER'S SUBDIVISION  
(REC. NO. C0626911)

LOT 3, BLOCK 1  
MIDWEST HAULER'S  
SUBDIVISION

5' U & DE

5' U & DE

10' UTILITY EASEMENT  
TO AIRTOUCH CELLULAR  
B.5452 P.325

TE13  
5,037 SQ. FT.  
0.116 ACRE

40'

20'

REC. NO. 2009000027571

NORTH SIXTEENTH CORNER,  
SECTIONS 9+10, T3S, R68W

20' ROAD R.O.W.

10' U & DE  
REC. NO. C0626911  
(PLAT)

N89°36'29"E 1322.71'

NORTHWEST  
SIXTEENTH CORNER,  
SECTION 10, T3S, R68W

40' INGRESS AND  
EGRESS EASEMENT  
B.1466 P.118

40' ROAD R.O.W.

W. 62ND AVE

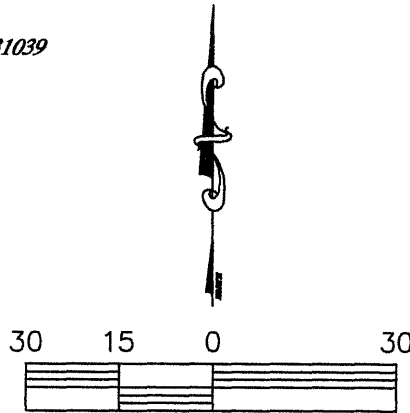
REC. NO. 2020000105905

REC. NO. 2014000031039

REC. NO. 796529



Michael Chad Dilka -  
On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38106



SCALE IN FEET  
SCALE: 1"=30'

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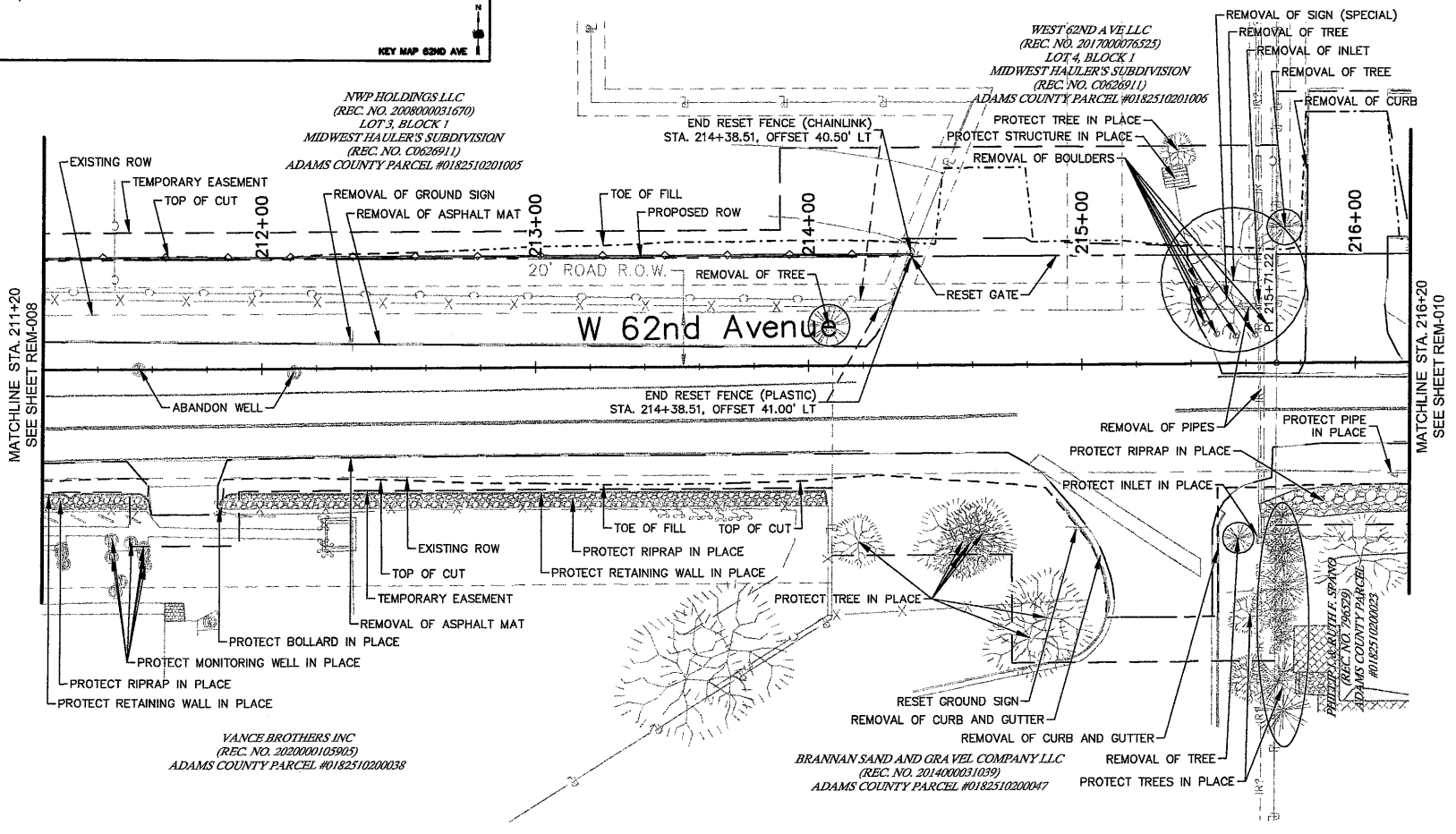
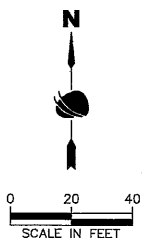
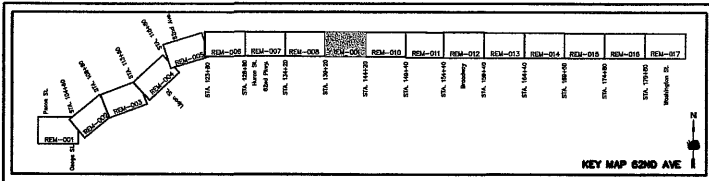
RockSol  
Consulting Group, Inc.  
12076 Grant Street  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350



KING SURVEYORS  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821  
email: contact@KingSurveyors.com

PROJECT NO: 20200317  
DATE: 10/5/2021  
CLIENT: ROCKSOL  
DWG: TE13-R1  
DRAWN: SMF CHECKED: MCD

# Exhibit C



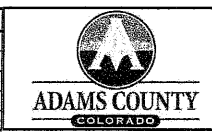
P:\DATA\2022\2022-08-14\Printed By: jessie.jones  
 PROJECT: 62ND AVE - PECO ST TO WASH. ST - REMOVAL PLANS  
 SHEET: 62ND AVE - PECO ST TO WASH. ST - REMOVAL PLANS - SHEET REM-008

90% DESIGN SUBMITTAL 1/12/2022



Print Date: 1/14/2022	
File Name: REM-008 REMOVAL PLANS.DWG	
Horiz. Scale: As Noted	Vert. Scale: As Noted
12076 Grant Street Thornton, CO 80241 Ph: (303) 962-9300 Fax: (303) 962-9350	

Sheet Revisions		
Date:	Comments	Init.



PUBLIC WORKS  
 4430 SOUTH ADAMS COUNTY PARKWAY  
 SUITE W2000B  
 BRIGHTON, CO 80601

<b>As Constructed</b> No Revisions: Revised: Void:	<b>62ND AVE - PECO ST TO WASH. ST                  REMOVAL PLANS</b>	
	Designer: M. WESSELL Detailer: G. GARRAMONE	Structure Numbers Sheet Subset: REMOVALS
	Subsheet Sheets: 9 of 19	
	Sheet Number	

<b>Accela No.</b> IMP2020-00016
Drawing Number REM-009
Sheet Number

# Exhibit D

Prepared by:

Anne LaPlace, Esq.

Prologis, L.P.

1800 Wazee Street, Suite 500

Denver, CO 80202

Recording requested by

and when recorded please return to:

Prologis, L.P.

Attn: Angela Kane

1800 Wazee Street, Suite 500

Denver, CO 80202

---

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by West 62<sup>nd</sup> Ave, LLC ("Grantor"), whose address is 7010 Broadway, Suite 107, Denver, CO 80221, in favor of the COUNTY OF ADAMS, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, CO 80601 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of \$108,920.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed and released, and by these presents does grant, bargain, sell, convey and release, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described in Exhibit A attached hereto and made a part hereof (the "Property");

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and any and all easements or right to use easements relating to the Property, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part

thereof, by, through or under Grantor, subject to real property taxes for 2022, which are not yet due and payable, and all zoning and building laws, ordinances, maps, resolutions, and regulations of all governmental authorities having jurisdiction which affect the Property and the use and improvement thereof; and all encumbrances and matters of record.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed on the day and year first above written.

West 62<sup>nd</sup> Ave, LLC, a Colorado limited liability company

By: Authorized Person \_\_\_\_\_  
[name, title] of West 62<sup>nd</sup> Ave, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of West 62<sup>nd</sup> Ave, LLC, a Colorado limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



EXHIBIT "A"  
LEGAL DESCRIPTION



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Khagendra Gurung and Nabina Gurung to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Khagendra Gurung and Nabina Gurung has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>                    </u> \$

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**             YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM  
KHAGENDRA GURUNG AND NABINA GURUNG TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from property at 7899 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Khagendra Gurung and Nabina Gurung (“Parcel RW-209”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-209 for construction of the Project; and,

WHEREAS, Khagendra Gurung and Nabina Gurung have executed a Warranty Deed to convey Parcel RW-209 for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from Khagendra Gurung and Nabina Gurung, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**WARRANTY DEED**

**THIS DEED**, dated this 18 day of March, 2022, between Khagendra Gurung and Nabina Gurung, whose address is 1377 Killington Ct, Evergreen, CO 80439, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

**WITNESS**, that the grantor(s), for and in consideration of the sum of \$8,692.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: being a portion of 7899 York Street, Denver, CO 80229

Assessor's schedule or parcel number: part of 0171935100052

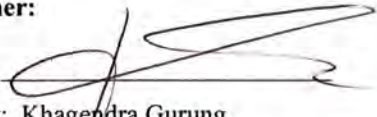
**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

**Owner:**

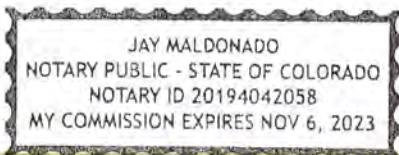
By:   
Print: Khagendra Gurung

By: Nabina  
Print: Nabina Gurung

STATE OF Colorado )  
County of Jefferson )§

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2022, by Khagendra Gurung and Nabina Gurung.

Witness my hand and official seal.  
My commission expires: 11/6/2023



  
Notary Public

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-209**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-209 of Adams County Project Number IMP-3056-1603, containing 533 square feet, more or less, being a portion of that parcel of land described in a Warranty Deed, Recorded on November 27, 2019 at Reception number 2018000094549, of the records of the Adams County Clerk and Recorders Office, situated in the Northeast Quarter of Section 35 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Northeast corner of Section 35 whence the East quarter corner of Section 35 bears S00°12'25"W a distance of 2632.49 feet;  
THENCE S04°09'58"E a distance of 724.20 feet to the southeast corner of said parcel and the **POINT OF BEGINNING PARCEL RW-209**;

Thence S89°44'56"W along the southerly boundary of said parcel, a distance of 7.29 feet;  
Thence departing said southerly boundary N00°45'37"E, a distance of 77.03 feet to a point on the northerly boundary of said parcel;  
Thence N89°41'33"E along said northerly boundary, a distance of 6.55 feet to a point on the easterly boundary of said parcel;  
Thence S00°12'25"W along said easterly boundary, a distance of 77.03 feet to the **POINT OF BEGINNING PARCEL RW-209**.

**Containing 533 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

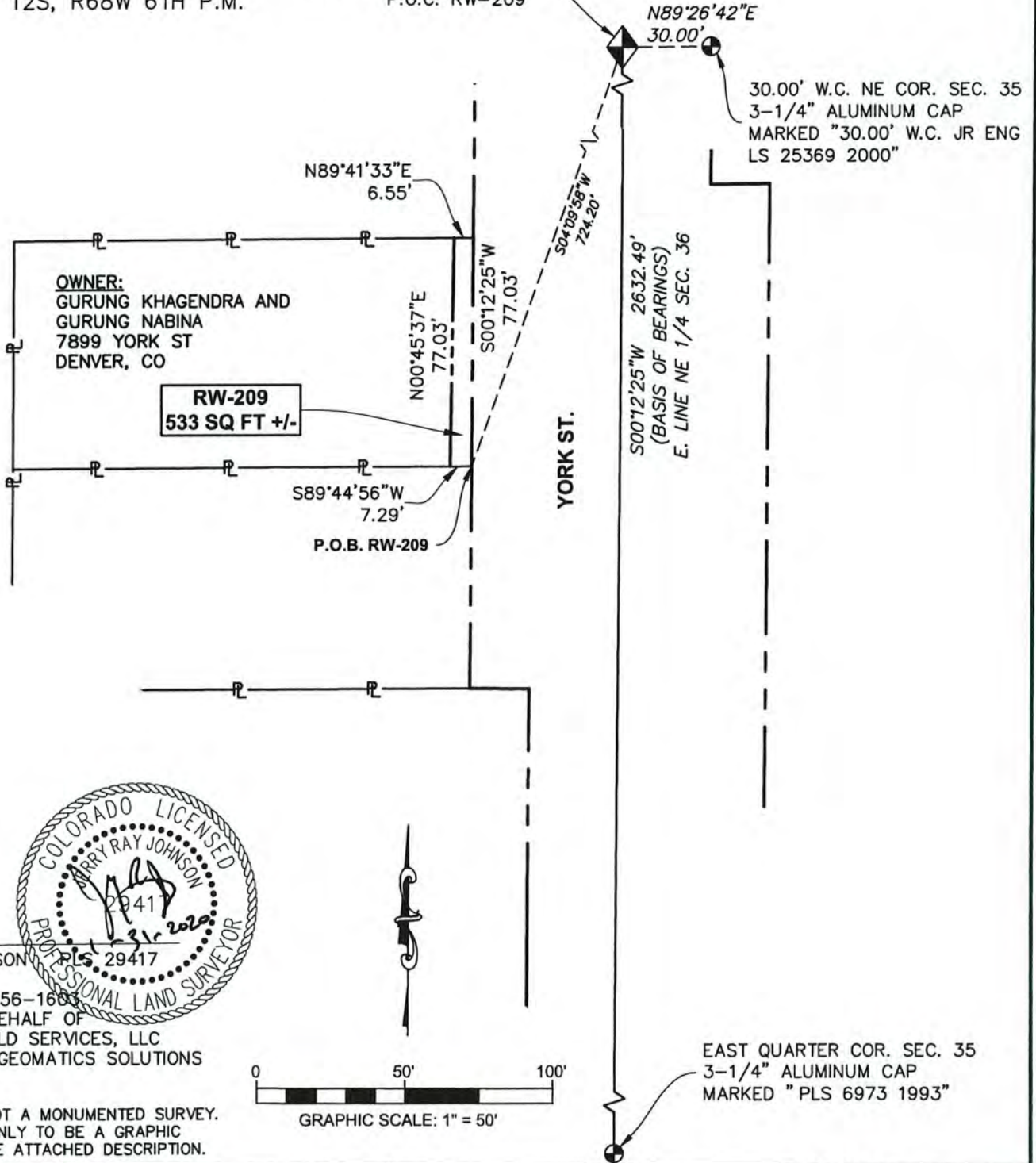
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Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions

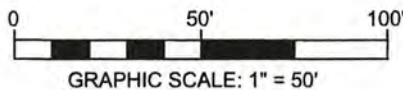


NE 1/4, NE 1/4  
 SEC 35  
 T2S, R68W 6TH P.M.

NE COR. SEC. 35  
 (CALCULATED POSITION)  
 P.O.C. RW-209



JERRY R JOHNSON, PLS 29417  
 DATE:  
 PROJ: IMP-3056-1603  
 FOR AND ON BEHALF OF  
 PETROLEUM FIELD SERVICES, LLC  
 d.b.a. ASCENT GEOMATICS SOLUTIONS



NOTE: THIS IS NOT A MONUMENTED SURVEY.  
 IT IS INTENDED ONLY TO BE A GRAPHIC  
 DEPICTION OF THE ATTACHED DESCRIPTION.



Ascent Geomatics Solutions  
 8620 Wolff Court  
 Westminster, CO 80031  
 (303) 928-7128

EXHIBIT "B"  
 YORK ST - 78TH AVE TO 88TH AVE

12076 Grant Street  
 Thornton, CO 80241  
 Ph: (303) 962-9300  
 Fax: (303) 962-9350

RW-209 GURUNG KHAGENDRA AND GURUNG NABINA	
File Name: RCG_B180001-RW-209	
Project No. IMP-3056-1603	
Print Date: 01-20-2020	Sheet: 2 of 2

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
KHAGENDRA GURUNG AND NABINA GURUNG TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from Khagendra Gurung and Nabina Gurung for right-of-way purposes on the following described land to wit:

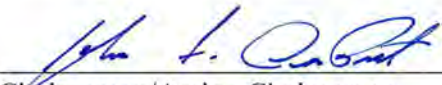
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 7899 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from Khagendra Gurung and Nabina Gurung be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. Dupriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution accepting a Permanent Slope Easement from KLZ Radio Inc. to Adams County
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a permanent slope easement.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and permanent easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. KLZ Radio Inc. has executed a Permanent Slope Easement to the County for the purposes of providing protection to the slope on the east bank of the Colorado Agricultural Ditch. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Permanent Slope Easement is needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Permanent Slope Easement  
Draft resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>                    </u> \$

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**                     **YES**                     **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERMANENT SLOPE EASEMENT FROM  
KLZ RADIO INC. TO ADAMS COUNTY

WHEREAS, Adams County is in the process of acquiring right-of-way and permanent easement for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the address of the permanent slope easement parcel is 8170 York Street, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by KLZ Radio Inc. (“Parcel SLOPE-215”); and,

WHEREAS, Adams County requires Parcel SLOPE-215 for construction of the Project; and,

WHEREAS, KLZ Radio Inc. has executed a Permanent Slope Easement to Adams County for the purpose of providing protection to the slope on the east bank of the Colorado Agricultural Ditch across Parcel SLOPE-215, which complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Slope Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Slope Easement from KLZ Radio Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**PERMANENT SLOPE EASEMENT**

KNOW ALL MEN BY THESE PRESENT:

That KLZ Radio Inc. hereinafter called "Grantor", for and in consideration of ONE HUNDRED TWENTY-THREE THOUSAND, ONE HUNDRED SIXTY AND NO/100 DOLLARS (\$123,160.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to THE COUNTY OF ADAMS STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 hereinafter "County", its successors and assigns, a slope easement for the purpose of providing protection to the slope on the east bank of the Colorado Agriculture Ditch, lateral and subjacent support and back slope for the east bank of the Colorado Agriculture Ditch adjacent thereto with the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove such facilities and appurtenances thereto and as may from time to time be required on, over, across and through the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings, structures, or signs will be placed, erected, installed or permitted upon said easement, and it is further agreed that the Grantor will not alter the topography or perform any act or thing which is or may be determined to, or have an adverse effect upon the stability of the excavated slopes or embankments within said easement.

In further consideration of the granting of this easement, it is hereby agreed that the County, its successors and assigns, shall allow reasonable access across said easement to and from York Street.

The County, to the extent allowed by law, shall indemnify and save harmless the Grantor, their employees, agents and invitees against claims, damages, actions or causes of action and expenses to which they may be subjected by reason of uses of the premises by the County or by reason of any work done or omission made by the County, its agents or employees, in connection with the construction, utilization and inspection of said use and work by the County.

IN WITNESS WHEREOF, Grantor has hereto set their hands on this 29th day of June 2022.

KLZ Radio Inc.

By: 

Print Name: Donald B Crawford

Title: President

STATE OF COLORADO )

)SS.

COUNTY OF ADAMS )

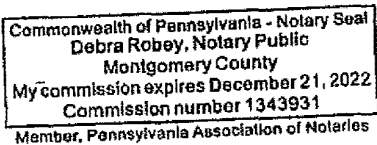
The foregoing Slope Easement was subscribed and sworn to before me this 10<sup>th</sup> day of March, 2022, by Donald B. Crawford as President of KLZ Radio, Inc.

WITNESS my hand and official seal.

My commission expires December 21, 2022

Debra Robey

Notary Public



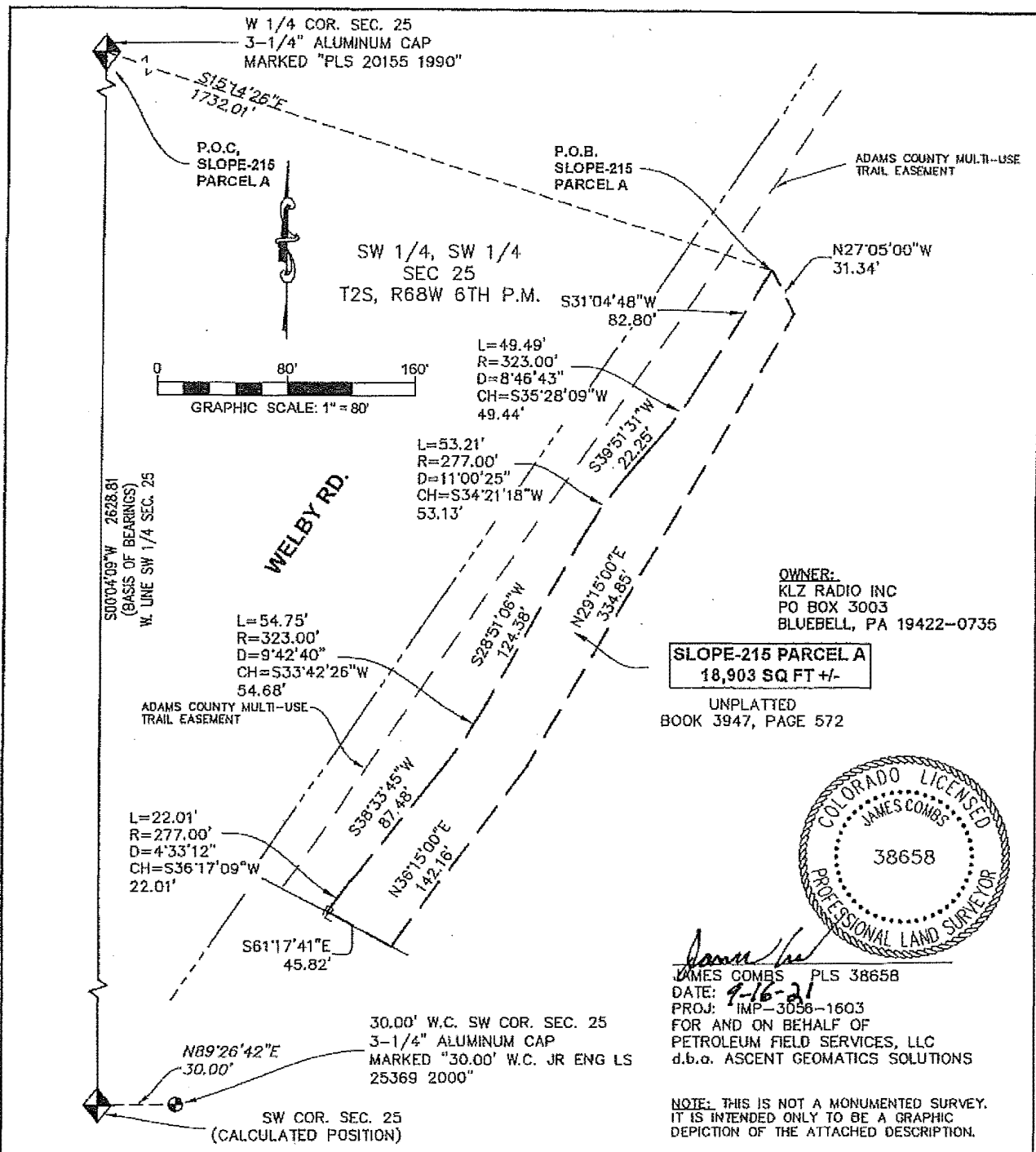
**EXHIBIT "A"**  
**PERMANENT EASEMENT NUMBER: SLOPE-215**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION - PARCELA**

A Permanent Easement No. SLOPE-215B of Adams County Project Number IMP-3056-1603 being a portion of the tract described in the Warranty Deed recorded on August 31, 1992 in Book 3947, Page 572, of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the West Quarter Corner of Section 25 of said township from whence the Southwest corner of said section bears  $500^{\circ}04'09''W$ , a distance of 2628.81 feet;  
Thence  $S15^{\circ}14'26''E$ , a distance of 1732.01 feet to the **POINT OF BEGINNING SLOPE-215 PARCELA**;  
Thence  $S31^{\circ}04'48''W$ , a distance of 82.80 feet;  
Thence Southwesterly, a distance of 49.49 feet along a curve to the right, said arc having a radius of 323.00 feet and central angle of  $8^{\circ}46'43''$ , and being subtended by a chord with a bearing of  $S35^{\circ}28'09''W$  and a distance of 49.44;  
Thence  $S39^{\circ}51'31''W$ , a distance of 22.25 feet;  
Thence Southwesterly, a distance of 53.21 along a curve to the left, said arc having a radius of 277.00 feet and a central angle of  $11^{\circ}00'25''$ , and being subtended by a chord with a bearing of  $S34^{\circ}21'18''W$  and a distance of 53.13 feet;  
Thence  $S28^{\circ}51'06''W$  a distance of 124.38 feet;  
Thence Southwesterly a distance of 54.75 feet, along a curve to the right, said arc having a radius of 323.00 feet and a central angle  $9^{\circ}42'40''$ , and being subtended by a chord with a bearing of  $S33^{\circ}42'26''W$  and a distance of 54.68 feet;  
Thence  $S38^{\circ}33'45''W$ , a distance of 87.48 feet;  
Thence Southwesterly, a distance of 22.01 feet along a curve to the left, said arc having a radius of 277.00 feet and a central angle of  $4^{\circ}33'12''$ , and being subtended by a chord with a bearing of  $S36^{\circ}17'09''W$  and a distance of 22.01 feet;  
Thence  $S61^{\circ}17'41''E$ , a distance of 45.82 feet;  
Thence  $N36^{\circ}15'00''E$ , a distance of 142.16 feet;  
Thence  $N29^{\circ}15'00''E$ , a distance of 334.85 feet;  
Thence  $N27^{\circ}05'00''W$ , a distance of 31.34 feet to the **POINT OF BEGINNING**.

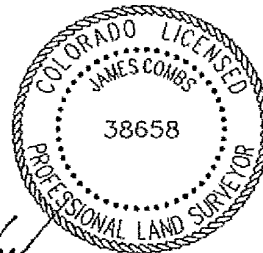
**Containing 18,903 sq. ft. +/-**



**OWNER:**  
 KLZ RADIO INC  
 PO BOX 3003  
 BLUEBELL, PA 19422-0735

**SLOPE-215 PARCELA**  
 18,903 SQ FT +/-

UNPLATTED  
 BOOK 3947, PAGE 572



*James Combs*  
 JAMES COMBS PLS 38658  
 DATE: 9-16-21  
 PROJ: IMP-3056-1603  
 FOR AND ON BEHALF OF  
 PETROLEUM FIELD SERVICES, LLC  
 d.b.a. ASCENT GEOMATICS SOLUTIONS

**NOTE:** THIS IS NOT A MONUMENTED SURVEY.  
 IT IS INTENDED ONLY TO BE A GRAPHIC  
 DEPICTION OF THE ATTACHED DESCRIPTION.

<p><b>ADAMS COUNTY</b>          COLORADO</p>	<p><b>RockSol</b>          CONSULTING GROUP, INC.</p>	<b>EXHIBIT "B"</b> YORK ST - 78TH AVE TO 88TH AVE		<b>SLOPE-215 PARCELA A</b> KLZ RADIO INC	
		12076 Grant Street Thornton, CO 80241 Ph: (303) 962-9300 Fax: (303) 962-9350	Acenit Geomatics Solutions 8620 Wolff Court Westminster, CO 80031 (303) 828-7128	File Name: RCG_B180001-CAD-215B Project No. IMP-3056-1603 Print Date: 09-16-2021	Sheet: 3 of 4

TOGETHER WITH  
PARCEL B

A Permanent Easement, more or less being a portion of the tract described in the Warranty Deed recorded on August 31, 1992 in Book 3947, Page 572 of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 25 of said township from whence the Southwest corner of said section bears  $S00^{\circ}04'09''W$ , a distance of 2628.81 feet;  
Thence  $S28^{\circ}53'26''E$ , a distance of 1542.45 feet to the POINT OF BEGINNING SLOPE-215 PARCEL B

Thence  $S52^{\circ}22'24''W$ , a distance of 16.44 feet;

Thence Southwesterly, a distance of 24.98 feet along a curve to the left, said curve having a radius of 77.00 feet and a central angle of  $18^{\circ}35'22''$ , subtended by a chord having a bearing of  $S43^{\circ}04'43''W$  and a distance of 24.87 feet;

Thence  $S33^{\circ}47'02''W$ , a distance of 111.47 feet;

Thence Southwesterly, a distance of 46.02 feet along a curve to the right, said curve having a radius of 223.00 feet and a central angle of  $11^{\circ}49'30''$ . And being subtended by a chord with a bearing of  $S39^{\circ}41'47''W$  and a distance of 45.94 feet;

Thence  $S45^{\circ}36'32''W$ , a distance of 11.18 feet;

Thence Southwesterly, a distance of 18.72 feet along a curve to the left, said arc having a radius of 77.00 feet and a central angle of  $13^{\circ}55'53''$ , and being subtended by a chord with a bearing of  $S38^{\circ}38'35''W$  and a distance of 18.68 feet;

Thence  $S31^{\circ}40'39''W$ , a distance of 20.37 feet;

Thence  $N73^{\circ}15'00''E$ , a distance of 60.06 feet;

Thence  $N41^{\circ}50'00''E$ , a distance of 81.18 feet;

Thence  $S87^{\circ}25'00''E$ , a distance of 77.84 feet;

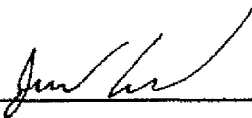
Thence  $N21^{\circ}50'00''E$ , a distance of 31.97 feet;

Thence  $N41^{\circ}20'00''W$ , a distance of 73.68 feet;

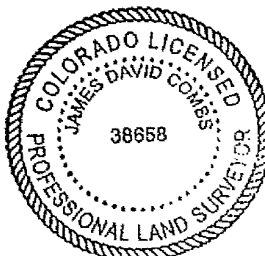
Thence  $N01^{\circ}30'00''W$ , a distance of 36.67 feet to the POINT OF BEGINNING SLOPE-215 PARCEL B,

Containing 11,885 sq. ft. +/-

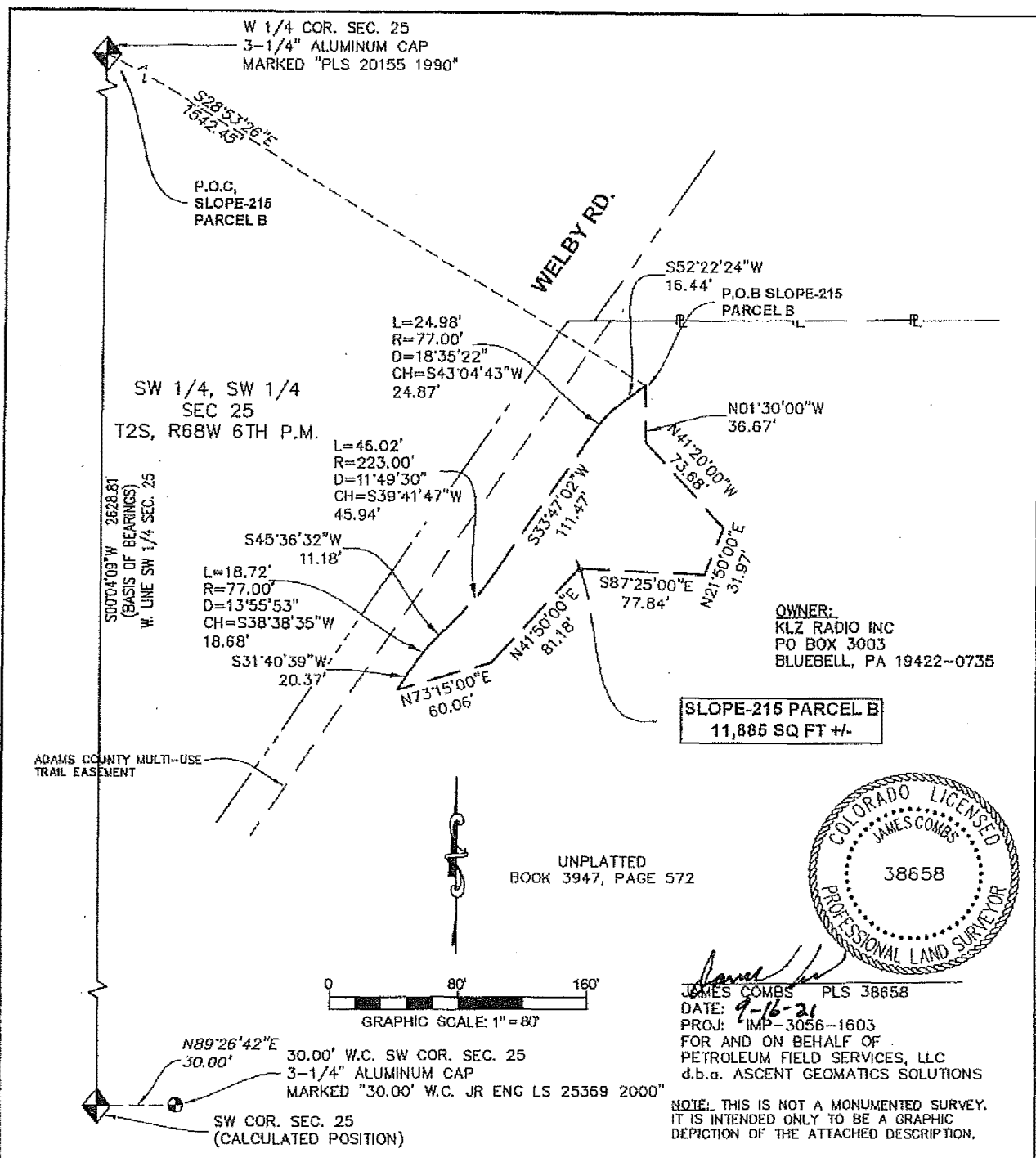
I, James Combs, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description was performed by me or under my direct supervision, and that the existing Right-of-Way as described is based on York St - 78<sup>th</sup> Ave to 88<sup>th</sup> Ave ROW Plans dated 1-31-2020.



James Combs, PLS 38658  
Date: 9-16-21  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions







PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT SLOPE  
EASEMENT FROM KLZ RADIO INC. TO ADAMS COUNTY

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners a Permanent Slope Easement from KLZ Radio Inc., for purposes of providing protection to the slope on the east bank of the Colorado Agricultural Ditch on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Permanent Slope Easement is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, located on property with address of 8170 York Street, located in the Southeast Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Slope Easement, from KLZ Radio Inc., be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution accepting a Grant of Easement from KLZ Radio Inc. to Adams County for the Colorado Agricultural Ditch
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a grant of easement for the Colorado Agricultural Ditch.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and permanent easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. KLZ Radio Inc. has executed a Grant of Easement to the County for the reconstruction and modification to the Colorado Agricultural Ditch. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Grant of Easement is needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Grant of Easement  
Draft resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>                    </u> \$

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**             YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A GRANT OF EASEMENT FROM KLZ RADIO INC., TO  
ADAMS COUNTY FOR THE COLORADO AGRICULTURAL DITCH

WHEREAS, Adams County is in the process of acquiring right-of-way and permanent easement for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the address of the permanent easement parcel is 8170 York Street, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by KLZ Radio Inc. (“Parcel CAD-215”); and,

WHEREAS, Adams County requires Parcel CAD-215 for construction of the Project; and,

WHEREAS, KLZ Radio Inc., has executed a Grant of Easement to Adams County for the purpose of modifying, realigning, and relocating portions of the Colorado Agricultural Ditch across Parcel CAD-215, which complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Grant of Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant of Easement from KLZ Radio Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

### GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 24<sup>th</sup> day of June, 2022, between KLZ Radio Inc. ("Grantor"), and Adams County, a political subdivision of the State of Colorado ("Grantee"), whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601. Grantor and Grantee may be collectively referred to herein as "Parties."

#### WITNESSETH:

WHEREAS, in connection with its "York Street 78th Avenue to 88th Avenue Reconstruction Project", Grantee has proposed and agreed to modify, realign, and relocate portions of the Colorado Agricultural Ditch ("Ditch") across certain parcels of real property in the vicinity of the intersection of East 78th Avenue and York Street in Adams County, Colorado, including that parcel owned by Grantor which is legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

WHEREAS, Grantor has agreed to grant an easement to Grantee for the portion of the Ditch across the Property in accordance with this Grant of Easement.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, Grantee's successors and assigns forever, a permanent non-exclusive easement for the purpose of constructing, operating, maintaining, replacing, repairing, improving, inspecting, surveying, testing, removing, and restoring, at any time and from time to time, the Ditch, and all improvements and appurtenances associated therewith ("**Easement Improvements**") in, over, under and through all of the Property, as described in Exhibit A, attached hereto and incorporated herein by this reference, for the purpose of conveyance of water in the Ditch for beneficial use. The easement so granted, together with the Easement Improvements, is referred to herein as the **Ditch Easement**.

2. The Grantor further grants to the Grantee:

- (a) The right from time to time to enlarge, improve, reconstruct, relocate, repair and replace any Easement Improvements or other associated appurtenances constructed or placed within the Ditch Easement;
- (b) The right to mark the location of the Ditch Easement and the Easement Improvements by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Property crossed by the Ditch Easement;

- (c) The right to ingress and egress over and across the Property for the purpose of exercising the rights herein granted.

3. Grantor reserves the right to use and occupy the Property crossed by the Ditch Easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the Ditch Easement or any of the Grantee's Easement Improvements or otherwise interfere with Grantee's rights hereunder. Grantor agrees that any existing easement or other encumbrances are and shall be treated as subordinate to the Ditch Easement and shall not interfere with it. Grantor agrees that any future easements granted in, over, under, or through the Property shall be junior to the Ditch Easement and shall not interfere with the Ditch Easement. Grantor's uses of said land crossed by the Ditch Easement and the agreements concerning those uses shall be as follows:

- (a) Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or decrease or substantially increase ground level which will interfere with Grantee's Ditch Easement, or allow the installation of other utilities in or through said Ditch Easement, without obtaining the specific written permission of the Grantee;
- (b) The Grantor may use the Property for any and all lawful purposes not inconsistent with the purposes set forth in this Ditch Easement so long as such uses do not interfere with the continued use, maintenance, repair, and replacement of or cause damage to the Ditch Easement or the Easement Improvements constructed within the Ditch Easement.
- (d) In the event Grantor's use or uses of the Property interfere with the Ditch Easement or the Easement Improvements, Grantee may remove or cause a cessation of such uses, and Grantor shall be responsible for any and all losses, damages and restoration, if any, related to such removal or cessation. In the event the terms of this Ditch Easement are otherwise violated by the Grantor or by any person in privity with the Grantor, such violation shall be immediately corrected and eliminated upon receipt of notice from the Grantee, and if not corrected, the Grantee shall have the right to correct and eliminate such violation, and the Grantor, its heirs, administrators, successors and assigns, shall promptly pay the costs to correct said violation including, but not limited to, Grantee's reasonable attorney fees. If such violation is not corrected, the Grantee shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. This provision shall not preclude the Grantee from recovery of damages to the Ditch Easement or the Easement Improvements caused by Grantor's acts or omissions. The

Grantee reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects use of the Ditch Easement.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. This Grant of Easement shall attach to and run with the land described in Exhibit A and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year above first written.

***[Signature pages follow].***





**EXHIBIT "A"**  
**PERMANENT EASEMENT NUMBER: CAD-215**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION - PARCEL A**

A Permanent Easement No. CAD-215B of Adams County Project Number IMP-3056-1603 being a portion of the tract described in the Warranty Deed recorded on August 31, 1992 in Book 3947, Page 572, of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the West Quarter Corner of Section 25 of said township from whence the Southwest corner of said section bears S00°04'09"W, a distance of 2628.81 feet;

Thence S15°14'26"E, a distance of 1732.01 feet to the **POINT OF BEGINNING CAD-215 PARCEL A**,

Thence S31°04'48"W, a distance of 82.80 feet;

Thence Southwesterly, a distance of 49.49 feet along a curve to the right, said arc having a radius of 323.00 feet and central angle of 8°46'43", and being subtended by a chord with a bearing of S35°28'09"W and a distance of 49.44;

Thence S39°51'31", a distance of 22.25 feet;

Thence Southwesterly, a distance of 53.21 along a curve to the left, said arc having a radius of 277.00 feet and a central angle of 11°00'25", and being subtended by a chord with a bearing of S34°21'18"W and a distance of 53.13 feet;

Thence S28°51'06"W a distance of 124.38 feet;

Thence Southwesterly a distance of 54.75 feet, along a curve to the right, said arc having a radius of 323.00 feet and a central angle 9°42'40", and being subtended by a chord with a bearing of S33°42'26"W and a distance of 54.68 feet;

Thence S38°33'45"W, a distance of 87.48 feet;

Thence Southwesterly, a distance of 22.01 feet along a curve to the left, having a radius of 277.00 feet, said arc having a radius of 277.00 feet and a central angle of 4°33'12", and being subtended by a chord with a bearing of S36°17'09"W and a distance of 22.01 feet;

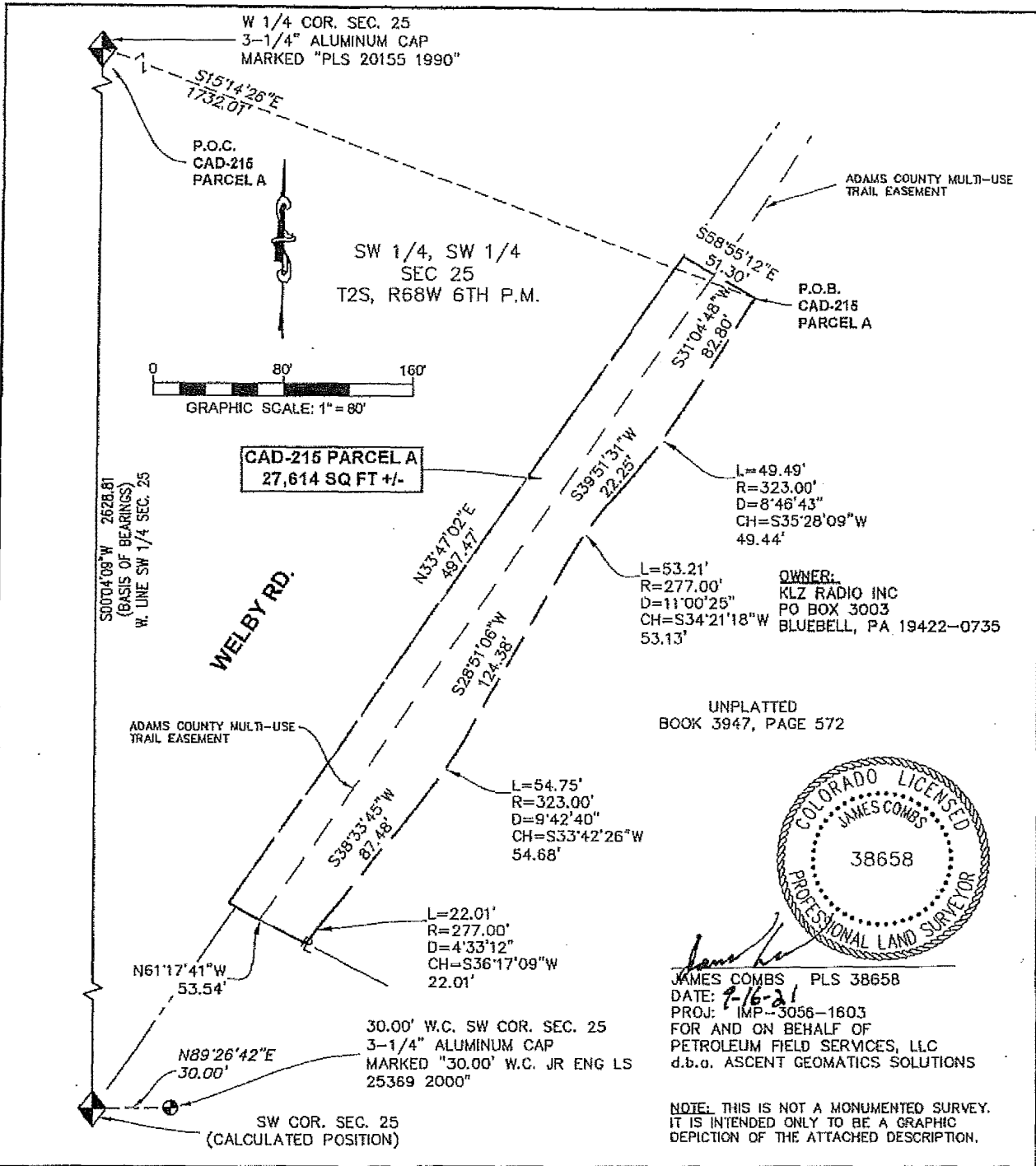
Thence N61°17'41"W, a distance of 53.54 feet;

Thence N33°47'02"E, a distance of 497.47 feet;

Thence S58°55'12"E, a distance of 51.30 feet; to the

**POINT OF BEGINNING.**

Containing 27,614 sq. ft. +/-



<p>ADAMS COUNTY          COLORADO</p>	<p>Ascent Geomatics Solutions          8620 Wolff Court          Westminster, CO 80031          (303) 962-9300</p>	<p>RockSol          Consulting Group, Inc          12076 Grant Street          Thornton, CO 80241          Ph: (303) 962-9300          Fax: (303) 962-9350</p>	EXHIBIT "B" YORK ST - 78TH AVE TO 88TH AVE		CAD-215 PARCEL A KLZ RADIO INC	
			File Name: RCG_B180001-CAD-215B Project No. IMP-3056-1603		Print Date: 09-18-2021 Sheet: 3 of 4	

TOGETHER WITH  
PARCEL B

A Permanent Easement, more or less being a portion of the tract described in the Warranty Deed recorded on August 31, 1992 in Book 3947, Page 572 of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 25 of said township from whence the south west corner of said section bears  $S00^{\circ}04'09''W$ , a distance of 2628.81 feet;  
Thence  $S28^{\circ}53'26''E$ , a distance of 1542.45 feet to the POINT OF BEGINNING CAD-215 PARCEL B

Thence  $S52^{\circ}22'24''W$ , a distance of 16.44 feet;

Thence Southwesterly, a distance of 24.98 feet along a curve to the left, said curve having a radius of 77.00 feet and a central angle of  $18^{\circ}35'22''$ , subtended by a chord having a bearing of  $S43^{\circ}04'43''W$  and a distance of 24.87 feet;

Thence  $S33^{\circ}47'02''W$ , a distance of 111.47 feet;

Thence Southwesterly, a distance of 46.02 feet along a curve to the right, said curve having a radius of 223.00 feet and a central angle of  $11^{\circ}49'30''$ . And being subtended by a chord with a bearing of  $S39^{\circ}41'47''W$  and a distance of 45.94 feet;

Thence  $S45^{\circ}36'32''W$ , a distance of 11.18 feet;

Thence Southwesterly, a distance of 18.72 feet along a curve to the left, said arc having a radius of 77.00 feet and a central angle of  $13^{\circ}55'53''$ , and being subtended by a chord with a bearing of  $S38^{\circ}38'35''W$  and a distance of 18.68 feet;

Thence  $S31^{\circ}40'39''W$ , a distance of 20.37 feet;

Thence  $N58^{\circ}19'21''W$ , a distance of 45.60 feet;

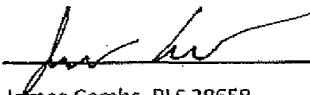
Thence  $N33^{\circ}47'02''E$ , a distance of 256.08 feet;

Thence  $N89^{\circ}35'59''E$ , a distance of 16.52 feet;

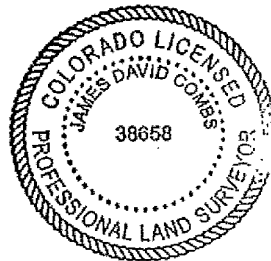
Thence  $S37^{\circ}37'36''E$ , a distance of 51.71 feet to the POINT OF BEGINNING CAD-215 PARCEL B,

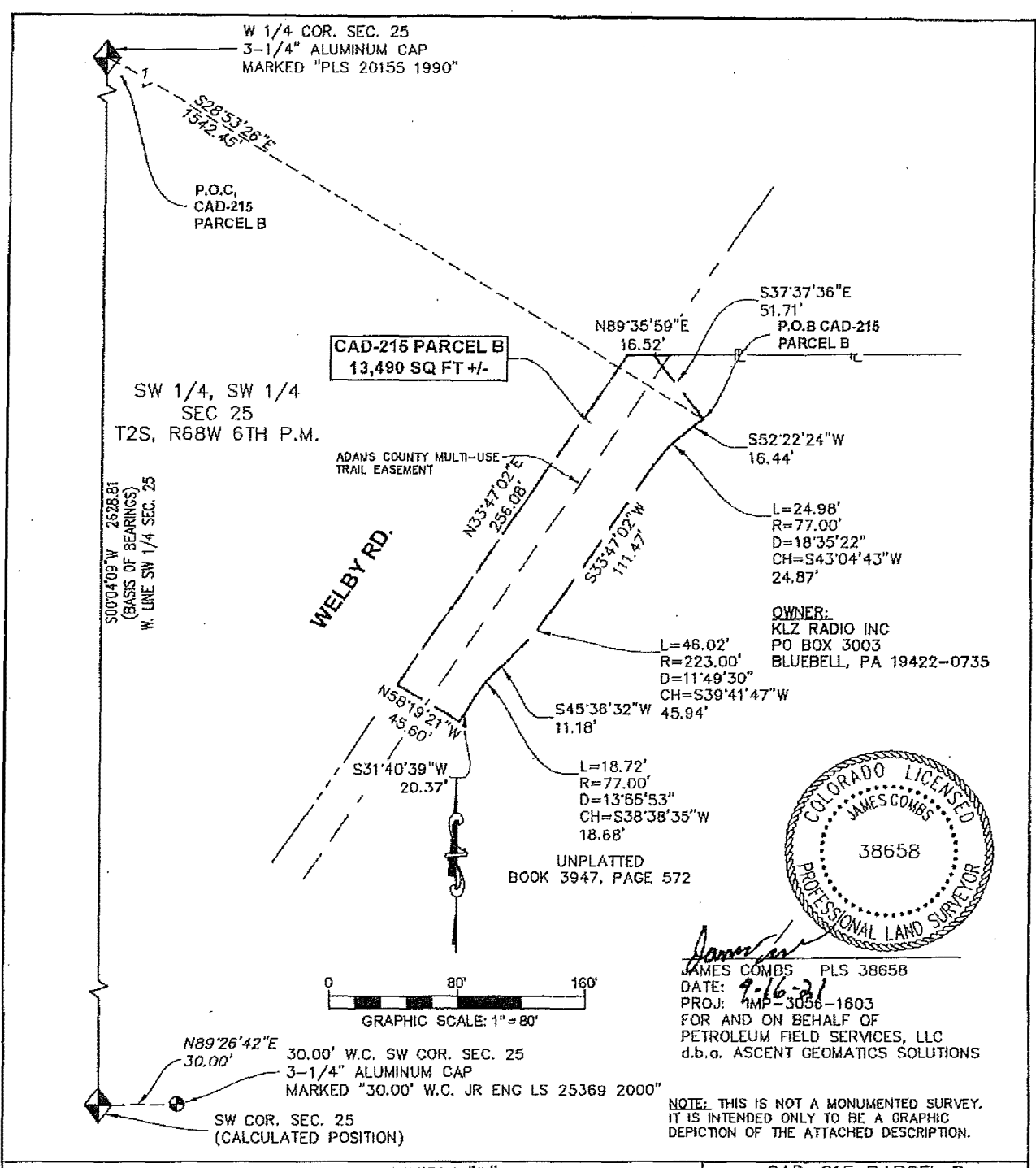
Containing 13,490 sq. ft. +/-

I, James Combs, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description was performed by me or under my direct supervision, and that the existing Right-of-Way as described is based on York St - 78<sup>th</sup> Ave to 88<sup>th</sup> Ave ROW Plans dated 1-31-2020.



James Combs, PLS 38658  
Date: 9-16-21  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions





	<p>Ascent Geomatics Solutions          8820 Wolff Court          Westminster, CO 80031          (303) 828-7128</p>	<p>RockSol          Consulting Group, Inc.          12076 Grant Street          Thornton, CO 80241          Ph: (303) 962-9300          Fax: (303) 962-9350</p>	EXHIBIT "B" YORK ST - 78TH AVE TO 88TH AVE	CAD-215 PARCEL B KLZ RADIO INC
			File Name: RCG_8180001-CAD-215B Project No. IMP-3056-1603 Print Date: 09-16-2021   Sheet: 4 of 4	

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A GRANT OF EASEMENT FROM  
KLZ RADIO INC. TO ADAMS COUNTY FOR THE COLORADO AGRICULTURAL DITCH

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners a Grant of Easement from KLZ Radio Inc., for the reconstruction and modification to the Colorado Agricultural Ditch on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Grant of Easement is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, located on property with address of 8170 York Street, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Grant of Easement, from KLZ Radio Inc., be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution accepting a Recreational Trail Easement from KLZ Radio Inc. to Adams County
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Recreational Trail Easement.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and permanent easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. KLZ Radio Inc. has executed a Recreational Trail Easement to the County for the establishment and use of a non-motorized recreational trail. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Recreational Trail Easement is needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Recreational Trail Easement  
Draft resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>                    </u> \$

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**                     **YES**                     **NO**

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A RECREATIONAL TRAIL EASEMENT FROM  
KLZ RADIO INC., TO ADAMS COUNTY

WHEREAS, Adams County is in the process of acquiring right-of-way and permanent easements for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the address of the permanent recreational trail easement parcel is 8170 York Street, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by KLZ Radio Inc. (“Parcel TRAIL-215”); and,

WHEREAS, Adams County requires Parcel TRAIL-215 for construction of the Project; and,

WHEREAS, KLZ Radio Inc., has executed a Recreational Trail Easement to Adams County for the purpose of establishment and use of a non-motorized recreational trail across Parcel TRAIL-215, which complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Recreational Trail Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Recreational Trail Easement from KLZ Radio Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

### RECREATIONAL TRAIL EASEMENT

THIS MULTI-USE RECREATIONAL TRAIL EASEMENT ("Easement") is made and entered into this 29<sup>th</sup> day of JUNE, 2022, by and between KLZ Radio Inc., whose address is PO Box 3003, Bluebell, PA 19422-0735 (hereinafter referred to as the "Grantor"), and Adams County, Colorado, acting by and through its Board of County Commissioners with an address of 4430 South Adams County Parkway, Brighton, CO, 80601, (hereinafter referred to as the "Grantee").

#### Recitals

- A. Grantor is the owner of certain real property located in Adams County, Colorado, more fully described in Exhibit A which is incorporated herein by reference; and,
- B. Grantor desires to grant a non-exclusive perpetual trail easement and right-of-way over and across said real property to Grantee for the establishment and use of a non-motorized recreational trail across Grantor's Property pursuant to the terms and conditions of this Easement; and
- C. Grantee desires to accept said trail easement and right-of-way pursuant to the terms and conditions of this Easement.

NOW, THEREFORE in consideration of the above recitals which are hereby incorporated into the terms of the Easement, the mutual covenants set forth herein below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual non-exclusive public recreational trail easement for purposes of locating, constructing, operating, and maintaining a non-motorized recreational trail on, over, under and across a portion of Grantor's Property. The easement location is more particularly depicted in Exhibit A, which is incorporated herein by this reference.
- 2. This easement grant for recreational trail purposes shall include, but shall not be limited to, the right and authority of Grantee, its successors, licensees, employees, agents or assigns to enter upon the Easement to survey, construct, repair, reconstruct, maintain, operate, improve, and remove the trail and appurtenances, together with all other rights necessary and incident to the use and enjoyment of the Easement for the purposes herein granted. This easement grant shall be for pedestrian, bicycle, equestrian, and other non-motorized recreational uses only, but allows for the Grantee and/or Grantor their successors, licensees, employees, agents or assigns to utilize the trail for motorized access for all necessary emergency, maintenance, and administrative purposes.

*Multi-Use Recreation Easement*  
*Page 2*

3. Grantee agrees that it shall maintain and repair any improvements it builds on the Easement on an ongoing basis in a good and workmanlike manner; and that after work is completed it shall clear the area of all maintenance debris and shall restore the portion of the Easement not containing the trail to a condition that is substantially equivalent to its previous condition. The trail surface shall be paved surface.
4. It is the intention of the parties to make the land available to the public for recreational purposes without charge, and to limit the parties' liability to persons entering thereon for such purposes. Grantee hereby agrees, to the extent permitted by law, to indemnify and hold Grantor harmless from and against claims or awards for loss, damage or any liability including reasonable attorneys' fees and costs, which may result from Grantee's negligent acts or omissions including, but not limited to, installation, excavation, fill, construction, maintenance, repair, replacement, public use or location of the trail or attendant facilities. Grantee does not waive, and affirmatively reserves, all immunities, protections or rights available to it under the Colorado Governmental Immunity Act, 24-10-101, C.R.S. et seq. or any other provision of law.
5. The Easement is granted subject to prior recorded grants or agreements. Acceptance of this easement shall not negate any of the Grantee's existing rights associated with the Grantor's Property. After the date of this Easement, Grantor shall not make or authorize any use of the property included within the Easement, which is inconsistent or interferes with the purpose of the Easement.
6. Grantor and its successors reserve the right to use, or authorize others to use, the area included within this Easement to the extent such uses are consistent with the purposes of the Easement.
7. Grantee shall be allowed to install signs on the recreational trail so as to indicate the location of the recreational trail, the existence of private property, allowed and prohibited uses, and directions.
8. This Easement shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, agents, employees, invitees, licensees and assigns.
9. Non-use or limited use of the Easement granted herein shall not prevent Grantee from thereafter making use of such Easement to the full extent herein authorized.
10. The Easement granted herein shall be in full force and effect until such time that the Easement is abandoned by Grantee as evidenced by Grantee's formal Resolution or other written documentation demonstrating an unequivocal intent to abandon the Easement.

Multi-Use Recreation Easement  
Page 3

- 11. Grantee shall record this Easement in the Office of the Adams County Clerk and Recorder, and may re-record it at any time as may be required to preserve its rights in this Easement.
- 12. This Easement is intended solely for the benefit of the parties, and nothing in this Easement shall be construed as conveying benefits upon any third-party.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement on the date first written above.

GRANTOR:  
KLZ Radio Inc.

Signature *Donald B Crawford*

Printed Name Donald B Crawford

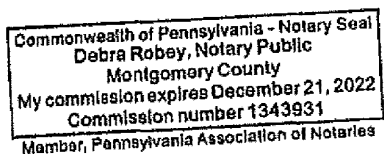
STATE OF COLORADO

)  
)SS.  
)

COUNTY OF ADAMS

The foregoing Recreational Trail Easement was subscribed and sworn to before me this 10<sup>th</sup> day of March, 2022, by Donald B. Crawford as President of KLZ Radio Inc.

WITNESS my hand and official seal.  
My commission expires December 21, 2022



*Debra Robey*  
Notary Public

EXHIBIT "A"  
PERMANENT EASEMENT NUMBER: TRAIL-215  
PROJECT NUMBER: IMP-3056-1603  
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST  
SIXTH PRINCIPAL MERIDIAN  
ADAMS COUNTY

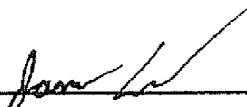
DESCRIPTION - PARCEL A

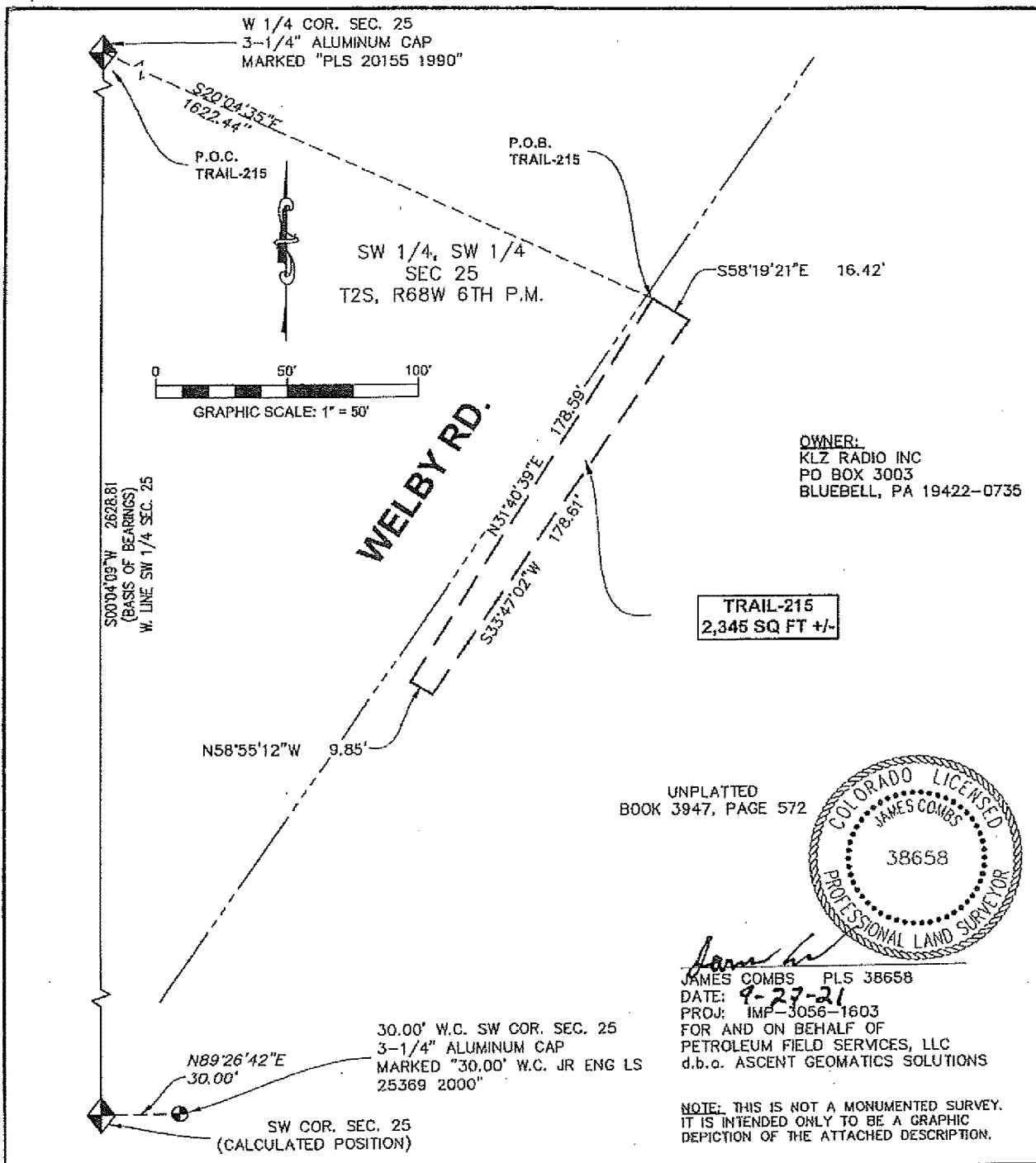
A Permanent Easement No. TRAIL-215 of Adams County Project Number IMP-3056-1603 being a portion of the tract described in the Warranty Deed recorded on August 31, 1992 in Book 3947, Page 572, of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 25 of said township from whence the Southwest corner of said section bears S00°04'09"W, a distance of 2628.81 feet;  
Thence S20°04'35"E, a distance of 1622.44 feet to the POINT OF BEGINNING TRAIL-215,  
Thence S58°19'21"E, a distance of 16.42 feet;  
Thence S33°47'02"W, a distance of 178.61 feet;  
Thence N58°55'12"W, a distance of 9.85 feet;  
Thence N31°40'39"E, a distance of 178.59 feet to the POINT OF BEGINNING.

Containing 2,345 sq. ft. +/-

I, James Combs, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description was performed by me or under my direct supervision, and that the existing Right-of-Way as described is based on York St - 78<sup>th</sup> Ave to 88<sup>th</sup> Ave ROW Plans dated 1-31-2020.

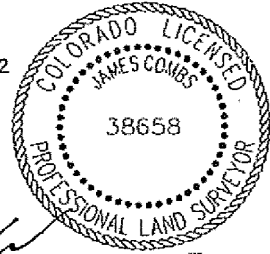
  
James Combs, PLS 38658  
Date: 8-27-21  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



OWNER:  
 KLZ RADIO INC  
 PO BOX 3003  
 BLUEBELL, PA 19422-0735

**TRAIL-215**  
 2,345 SQ FT +/-

UNPLATTED  
 BOOK 3947, PAGE 572



*James Combs*  
 JAMES COMBS PLS 38658  
 DATE: 9-27-21  
 PROJ: IMP-3056-1603  
 FOR AND ON BEHALF OF  
 PETROLEUM FIELD SERVICES, LLC  
 d.b.a. ASCENT GEOMATICS SOLUTIONS

NOTE: THIS IS NOT A MONUMENTED SURVEY.  
 IT IS INTENDED ONLY TO BE A GRAPHIC  
 DEPICTION OF THE ATTACHED DESCRIPTION.

<p>ADAMS COUNTY          COLORADO</p>	<p>Ascent Geomatics Solutions          8820 York Court          Westminster, CO 80031          (303) 928-7128</p>	<p>RockSol          Consulting Group, Inc.          12076 Grant Street          Thornton, CO 80241          Ph: (303) 962-9300          Fax: (303) 962-9350</p>	EXHIBIT "B" YORK ST - 78TH AVE TO 88TH AVE		TRAIL-215 KLZ RADIO INC
			File Name: RCG_B180001-CAD-215B Project No. IMP-3056-1603 Print Date: 09-27-2021	Sheet: 2 of 2	

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A RECREATIONAL TRAIL  
EASEMENT FROM KLZ RADIO INC. TO ADAMS COUNTY

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners a Recreational Trail Easement from KLZ Radio Inc., for the establishment and use of a non-motorized recreational trail on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Recreational Trail Easement is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, located on property with address of 8170 York Street, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Recreational Trail Easement, from KLZ Radio Inc., be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from KLZ Radio Inc. to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. KLZ Radio Inc. has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
Planning Commission Resolution



**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>                    </u> \$

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**         YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY  
FROM KLZ RADIO INC., TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from property at 8170 York Street, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by KLZ Radio Inc. (“Parcel RW-215”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-215 for construction of the Project; and,

WHEREAS, KLZ Radio Inc., has executed a Warranty Deed to convey Parcel RW-215 for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from KLZ Radio Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

NO DOC FEE  
REQUIRED  
Adams Co. is  
not emp

WARRANTY DEED

THIS DEED, dated this 6<sup>th</sup> day of May, 2022, between KLZ Radio Inc., whose address is PO BOX 3003, Bluebell, PA, 19422, grantor(s), and the COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of \$146,810.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: being a portion of 8170 York Street  
Assessor's schedule or parcel number: part of 0171925300037

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the enscaling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

KLZ Radio, Inc.

By: [Signature]  
Print: Donald B Crawford  
Title: President

STATE OF Pennsylvania )  
County of Montgomery )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2022, by Donald B Crawford, as President of KLZ Radio Inc.

Witness my hand and official seal.  
My commission expires: 12/31/22

[Signature]  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Debra Robey, Notary Public  
Montgomery County

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-215A**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-215A of Adams County Project Number IMP-3056-1603, containing 8,736 square feet, more or less, being a portion of the tract described in the Warranty Deed recorded on August 31, 1992 in Book 3947, Page 572 of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;  
Thence N06°34'37"E a distance of 264.70 feet to the Southwest corner of said tract and the **POINT OF BEGINNING PARCEL RW-215A;**

Thence Northerly along the westerly boundary of said tract a distance of 231.34 feet along a curve to the right, said arc having a radius of 554.48 feet and a central angle of 23°54'19", subtended by a chord with a bearing of N18°54'20"E and a distance of 229.67 feet;  
Thence N34°34'02"E along the westerly boundary of said tract, a distance of 93.68 feet to a point on the northerly boundary of said tract;  
Thence S61°17'41"E along the northerly boundary of said tract, a distance of 32.35 feet;  
Thence departing the northerly boundary of said portion of tract S33°47'02"W, a distance of 142.94 feet;  
Thence Southerly, a distance of 175.05 feet along a curve to the left, said arc having a radius of 316.00 feet and a central angle of 31°44'24", and being subtended by a chord with a bearing of S17°54'49"W and a distance of 172.82 feet to a point on the southerly boundary of said tract;  
Thence N79°22'56"W along the southerly boundary of said tract, a distance of 23.71 feet to the **POINT OF BEGINNING PARCEL RW-215A.**

**Containing 8,736 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



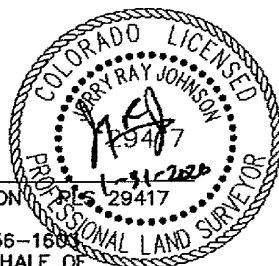
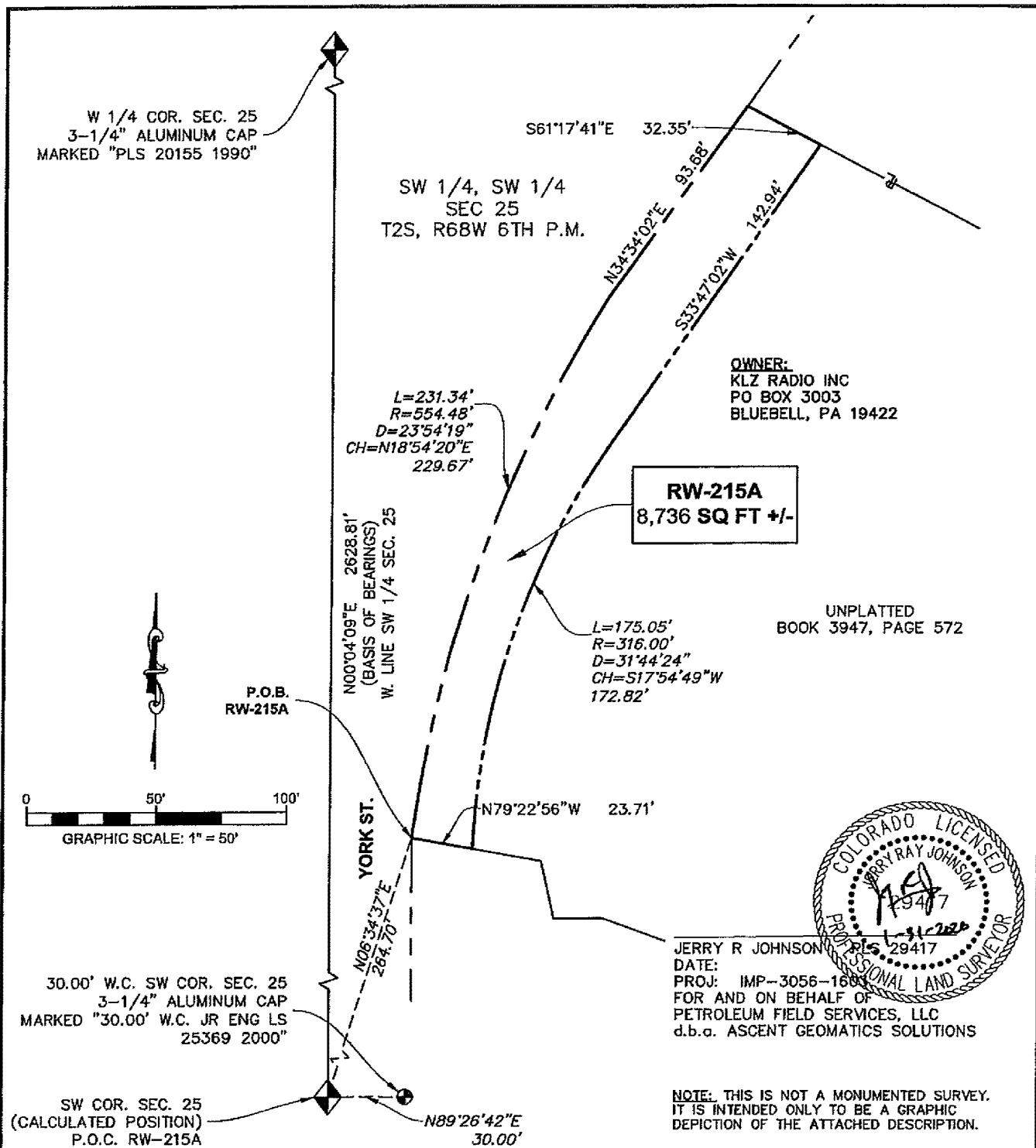


EXHIBIT "A"  
RIGHT-OF-WAY NUMBER: RW-215B  
PROJECT NUMBER: IMP-3056-1603  
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST  
SIXTH PRINCIPAL MERIDIAN  
ADAMS COUNTY

DESCRIPTION

A tract or parcel of land No. RW-215B of Adams County Project Number IMP-3056-1603, containing 27,965 square feet, more or less, being a portion of the tract described in the Warranty Deed recorded on August 31, 1992 in Book 3947, Page 572 of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;

Thence N15°48'56"E a distance of 579.31 feet to the Southwest corner of said tract and the

**POINT OF BEGINNING PARCEL RW-215B;**

Thence N34°34'02"E along the westerly boundary of said tract, a distance of 138.06 feet to a point on the westerly boundary of said tract;

Thence N55°25'59"W along the westerly boundary of said tract, a distance of 4.86 feet to a point on the westerly boundary of said tract;

Thence N33°39'56"E along the westerly boundary of said tract, a distance of 775.07 feet to a point on the northerly boundary of said tract;

Thence N89°35'59"E along said northerly boundary, a distance of 38.44;

Thence S33°47'02"W, a distance of 932.35 feet to a point on the southerly boundary of said tract;

Thence N61°17'41"W along said southerly boundary, a distance of 27.33 feet to the

**POINT OF BEGINNING PARCEL RW-215B.**

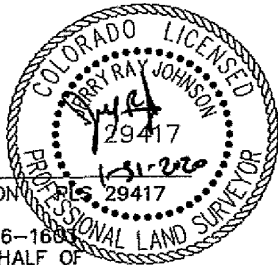
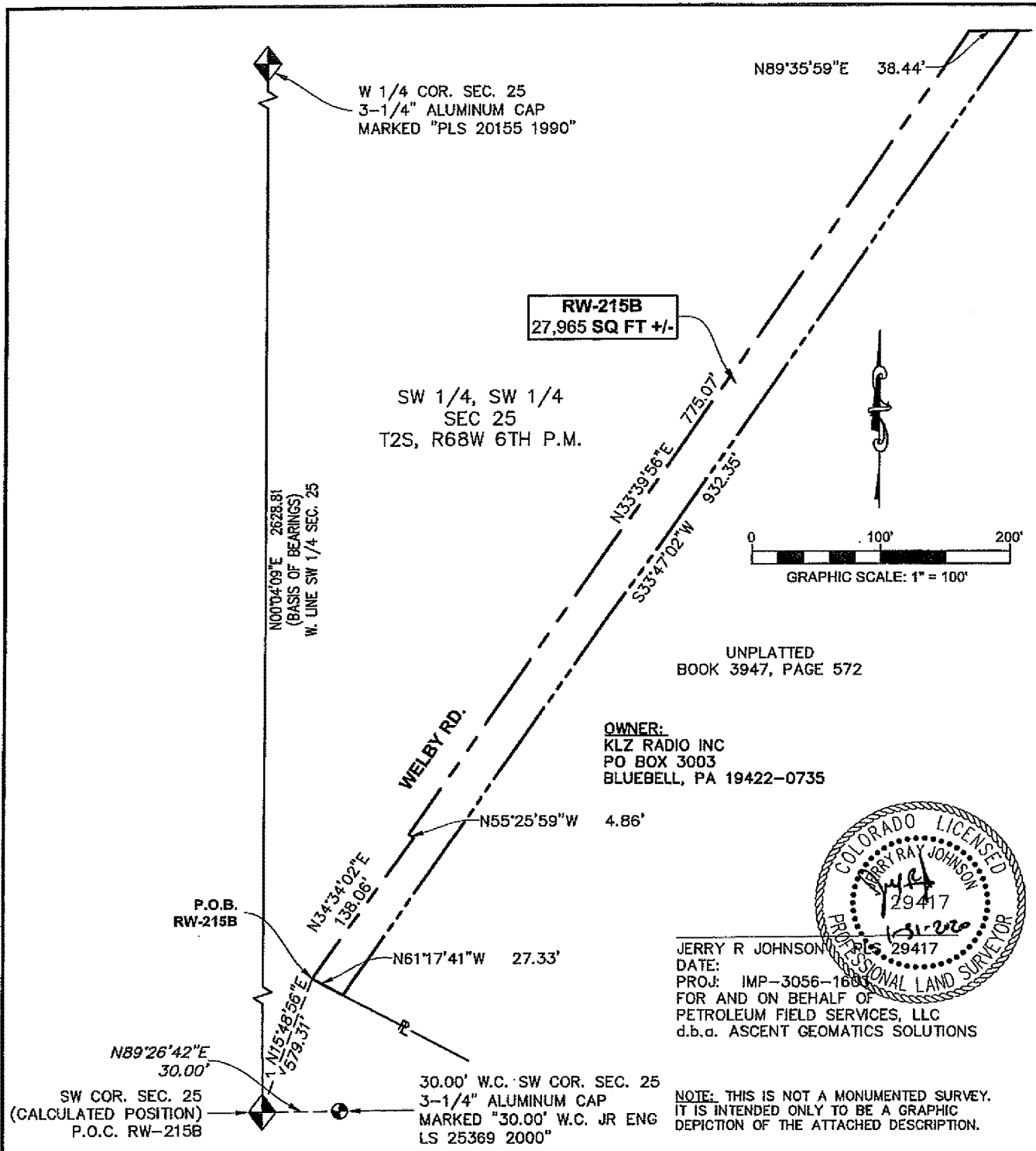
**Containing 27,965 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor In the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions





JERRY R JOHNSON  
DATE:  
PROJ: IMP-3056-1603  
FOR AND ON BEHALF OF  
PETROLEUM FIELD SERVICES, LLC  
d.b.a. ASCENT GEOMATICS SOLUTIONS

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
KLZ RADIO INC TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from KLZ Radio Inc. for right-of-way purposes on the following described land to wit:

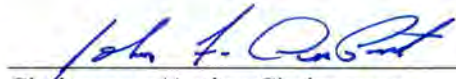
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8170 York Street, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from KLZ Radio Inc. be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Jena Brown and Nathan Rodriguez to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Jena Brown and Nathan Rodriguez have executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
Planning Commission Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>                    </u> \$

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**             YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY  
FROM JENA BROWN AND NATHAN RODRIGUEZ TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from property at 8208 Clayton Court, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Jena Brown and Nathan Rodriguez (“Parcel RW-220”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-220 for construction of the Project; and,

WHEREAS, Jena Brown and Nathan Rodriguez have executed a Warranty Deed to convey Parcel RW-220 for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from Jena Brown and Nathan Rodriguez, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**WARRANTY DEED**

**THIS DEED**, dated this 22 day of November 2021, between Jena Brown and Nathan Rodriguez whose address is 8208 Clayton Court, Denver, CO 80229, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

**WITNESS**, that the grantor(s), for and in consideration of the sum of \$2,100.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: being a portion of 8208 Clayton Ct, Denver, CO 80229  
Assessor's schedule or parcel number: part of 0171925303080

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

**Owner:**

Jena Brown

By: Jena Brown

Nathan Rodriguez

By: [Signature]

STATE OF Colorado )  
County of Adams ) §

The foregoing instrument was acknowledged before me this 22 day of November, 2021, by Jena Brown + Nathan Rodriguez

Witness my hand and official seal.  
My commission expires: June 14, 2023

IAN WOOD  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194022389  
MY COMMISSION EXPIRES JUN 14, 2023

[Signature]  
Notary Public

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-220**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-220 of Adams County Project Number IMP-3056-1603, containing 139 square feet, more or less, being a portion of Lot 16A, Welby Hill Duplex, a subdivision recorded on December 14, 1999, in File 18, Map 151, of the records of the Adams County Clerk and Records Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the West Quarter Corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears S00°04'09"W a distance of 2628.81 feet;  
Thence S25°55'48"E a distance of 1407.50 feet to the Northeast corner of said Lot 16A and the **POINT OF BEGINNING PARCEL RW-220**;

Thence S34°20'00"W along the easterly boundary of said Lot 16A, a distance of 55.11 feet to a point on the southerly boundary of said Lot 16A;  
Thence S89°40'30"W along the southerly boundary, a distance of 2.68 feet;  
Thence N33°47'02"E, a distance of 57.31 feet to a point on the northerly boundary of said Lot 16A;  
Thence S41°52'50"E along the northerly boundary of said Lot 16A, a distance of 2.84 feet to the **POINT OF BEGINNING PARCEL RW-220**.

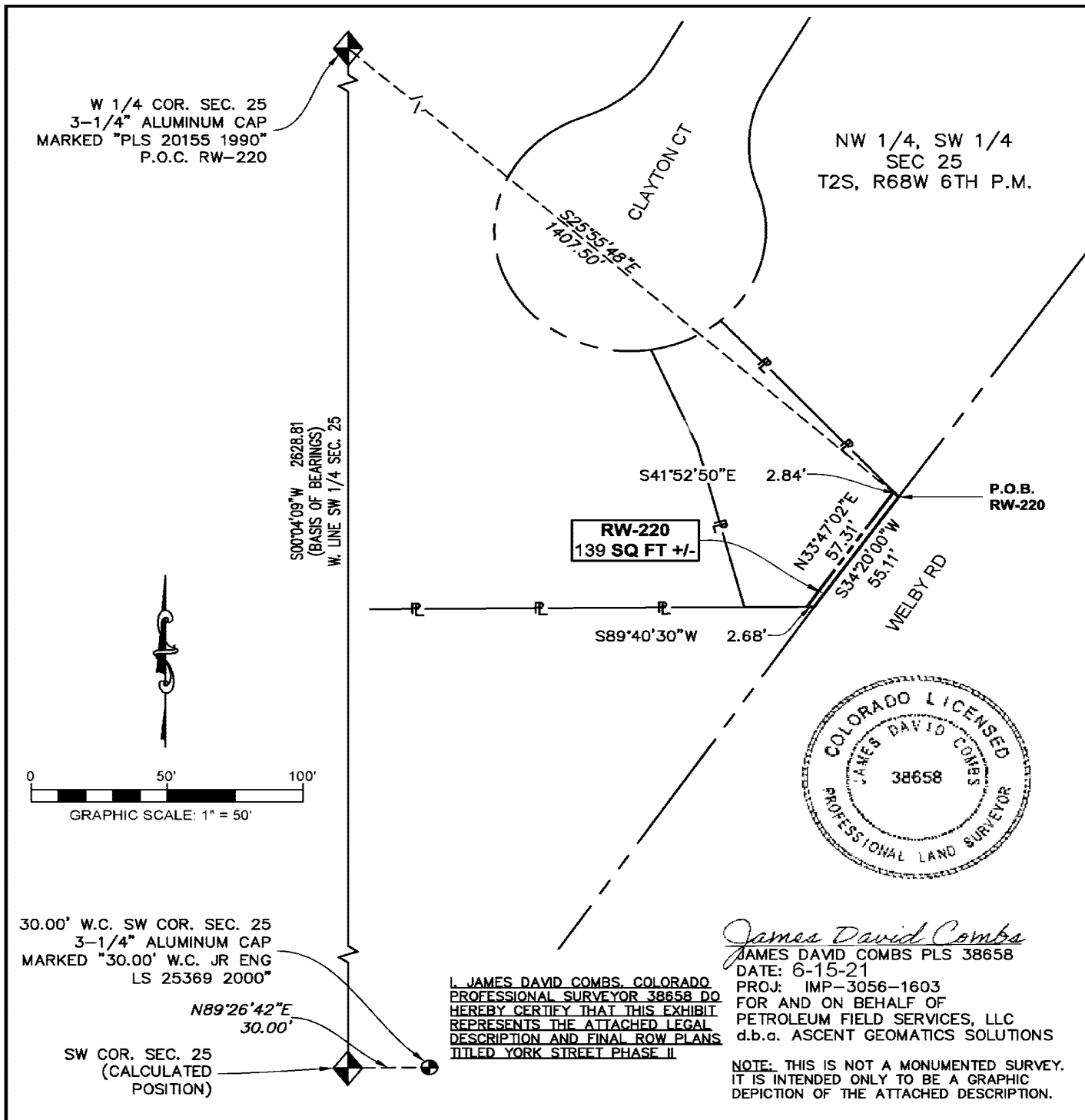
**Containing 139 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions





<p><b>ADAMS COUNTY</b>          COLORADO</p>	<p><b>EXHIBIT "B"</b>          YORK ST - 78TH AVE TO 88TH AVE</p>	<p><b>RockSol</b>          Consulting Group, Inc</p>	<p>12076 Grant Street          Thornton, CO 80241          Ph: (303) 962-9300          Fax: (303) 962-9350</p>	<b>RW-220</b>	
				<p>File Name: RCG_B180001-RW-220</p>	<p>Project No. IMP-3056-1603</p>
<p>Ascent Geomatics Solutions          8620 Wolff Court          Westminster, CO 80031          (303) 928-7128</p>			<p>Print Date: 04-23-2021   Sheet: 2 of 2</p>		

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
JENA BROWN AND NATHAN RODRIGUEZ TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11<sup>th</sup> day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from Jena Brown and Nathan Rodriguez for right-of-way purposes on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8208 Clayton Court, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from Jena Brown and Nathan Rodriguez be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chairperson/Acting Chairperson  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 9/13/2022
<b>SUBJECT:</b> Professional Services Agreement (PSA) for Adams County Scholarship Fund (ACSF)
<b>FROM:</b> Kylin Mueller
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves and signs this PSA.

### **BACKGROUND:**

The Adams County Scholarship Fund provides scholarships for around 60 students each year. This PSA details the ACEC's role in this process.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Manager's Office  
Adams County Education Consortium

### **ATTACHED DOCUMENTS:**

PSA  
Contract with ACEC and DOLA  
Resolution



**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
ADAMS COUNTY EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES

WHEREAS, Adams County is seeking professional services to support and develop the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative; and,

WHEREAS, Adams County Education Consortium (“ACEC”) agrees to perform these services in order to provide scholarships to low-income students, promote student support services, graduate students with less debt and provide a livable wage to students upon entering the workforce; and,

WHEREAS, ACEC shall provide the County with financial and program records on an annual basis during the course of the Scholarship Fund.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Professional Services Agreement between Adams County and Adams County Education Consortium in the amount of \$543,772.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to sign the Professional Services Agreement on behalf of Adams County.

**AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS COUNTY EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES**

This AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Adams County Education Consortium, located 1500 E. 128<sup>th</sup> Avenue, Thornton, CO 80241, hereinafter referred to as "ACEC". The County and ACEC may be collectively referred to herein as the "Parties." The County and ACEC for the consideration herein set forth, agree as follows:

**1. SERVICES OF ACEC**

- 1.1 ACEC shall provide services to the County in the support and development of the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative. The services provided by ACEC shall include the following:
- 1.2 ACEC will act as the fiscal agent for the County to administer the Colorado Opportunity Scholarship Initiative Grant.
- 1.3 ACEC will be solely responsible for complying with all state requirements in administering the grant.
  - 1.3.1 Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
  - 1.3.2 Funds may only be used for students attending Colorado public institutions of higher education.
  - 1.3.3 Funds may only be used for Colorado residents.
  - 1.3.4 ACEC shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audit of this program will be conducted by the ACEC as a part of its regular audits.
  - 1.3.5 ACEC shall make, keep, maintain, and allow inspection and monitoring by Adams County of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work of the delivery of Services (including, but not limited to the operation of program) or Goods hereunder. ACEC shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final Expenditure report, or if this agreement is renewed quarterly or annually, from the date of submission of each quarterly or annual report , respectively. If any litigation, claim, or audit related to this agreement starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by Adams County. Adams County my notify ACEC in writing that the Record Retention Period shall be extended.
  - 1.3.6 ACEC shall permit Adams County to audit, inspect, examine, excerpt, copy, and transcribe ACEC records during the Record Retention Period. ACEC shall make ACEC records available during normal business hours at the ACEC's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 5 Business Days' notice from Adams County, unless Adams County determines that a shorter period of notice, or no notice, is necessary to protect the interests of Adams County.

- 1.3.7 Adams County will monitor ACEC's performance of its obligation under this Agreement using procedures as determined by Adams County. Adams County shall monitor ACEC's performance in a manner that does not unduly interfere with ACEC's performance of the Work.
- 1.3.8 ACEC shall promptly submit to Adams County a copy of any final audit report of an audit performed on ACEC's records that relates to or affects this Agreement of the Work, whether the audit is conducted by the State of Colorado or a third party.

ACEC will annually provide Adams County with evaluation information that is required by the State of Colorado, Colorado Department of Higher Education (CDHE) referenced in the State of Colorado Grant Agreement, between CDHE and ACEC, required by Exhibit A.

ACEC Funded projects will maintain appropriate fiscal and program records and fiscal audits of the Colorado opportunity Scholarship Initiative program, 8 CCR 1504-9, will be conducted by ACEC as a part of its regular audits.

If any findings of misuse of these matching funds are discovered, the matching funds will be returned to Adams County.

- 1.3.9 ACEC will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.

## 2. **RESPONSIBILITIES OF THE COUNTY**

- 2.1 The County shall partner with ACEC to provide information as necessary or requested by ACEC to enable ACEC's performance under this agreement. The Deputy County Manager of Community Services shall serve as the primary liaison to ACEC.

- 3. **TERM OF AGREEMENT:** The services to be performed by ACEC under this Agreement shall be commenced on the \_\_\_ of \_\_\_, 2022 and shall be terminated on the 30<sup>th</sup> of June, 2026, inclusive, unless previously terminated by either party pursuant to the provisions in Section 9.

## 4. **PAYMENT AND FEE SCHEDULE**

- 4.1 The County shall pay ACEC a total of five hundred and forty-three thousand, seven-hundred and seventy-two (\$543,772.00), of which (\$27,188.60) will be used for the administrative costs associated with managing the grant. The remaining balance of five hundred sixteen thousand five hundred and eighty-three dollars and forty cents (\$516,583.40) will be used to award two-to-four (2-4) years scholarships.
- 4.2 Payment for the entire \$543,772.00 shall be made by County within thirty days of County receiving an invoice from ACEC.
- 4.3 The consideration set forth in Paragraph 4.1, above, shall constitute the total consideration paid by the County to ACEC for services provided and the expenditures incurred by ACEC in the performance of this Agreement.
- 4.4 If at any time this Agreement is terminated by either party pursuant to the provisions of Article 9 hereof, any unspent funds shall be returned to the County within ten (10) days of said termination.

4.5 ACEC acknowledges and agrees that any monies not encumbered or benefits not used in the direct furtherance of the purposes of this Agreement at the end of the term set forth shall no longer be available to ACEC except by further written agreement. Unless a subsequent agreement with the County is reached, any County funds not used in the furtherance of this Agreement shall be returned to the County on or before sixty (6) days after the expiration of this Agreement.

4.6 Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, ACEC acts as an independent contractor and not as an employee of the County. ACEC shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of ACEC shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. **ACEC, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, ACEC understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. ACEC further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1 ACEC shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. ACEC agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1 ACEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** ACEC agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the ACEC's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** ACEC agrees to maintain insurance of the following types and amounts:

8.1 **Commercial General Liability Insurance:** to include products liability, completed operations,

contractual, broad form property damage and personal injury.

- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$2,000,000

8.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1 Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2 Personal Injury Protection: Per Colorado Statutes

8.3 Workers' Compensation Insurance: Per Colorado Statutes

8.4 Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1 Each Occurrence: \$1,000,000

8.4.2 This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5 Adams County as "Additional Insured": ACEC's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1 Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of ACEC.

8.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of ACEC.

8.6 Licensed Insurers: All insurers of ACEC must be licensed or approved to do business in the State of Colorado. Upon failure of ACEC to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of ACEC in obtaining and/or maintaining any required insurance shall not relieve ACEC from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of ACEC concerning indemnification.

8.7 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8 Proof of Insurance: At any time during the term of this Agreement, the County may require ACEC to provide proof of the insurance coverage or policies required under this Agreement.

## **9 TERMINATION:**

9.1 For Cause: If, through any cause, ACEC fails to fulfill its obligations under this Agreement in a timely and proper manner, or if ACEC violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to ACEC of such termination and specifying the effective date thereof.

9.2 For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, ACEC will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services ACEC was to perform under this Agreement, less payments previously made to ACEC under this Agreement.

## **10 MUTUAL UNDERSTANDINGS:**

10.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

10.2 Compliance with Laws: During the performance of this Agreement, ACEC agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. ACEC warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, ACEC expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3 OSHA: ACEC shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4 Record Retention: ACEC shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5 Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ACEC without the prior written consent of the County.

10.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7 Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8 Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County  
Contact: Noel Bernal  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton CO 80601  
Phone: 720-523-6829  
E-mail: nbernal@adcogov.org

Department: Adams County Finance Department  
Contact: Jen Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6049  
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office  
Contact: Heidi Miller  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6116  
E-mail: hmiller@adcogov.org

Contractor: Adams County Education Consortium  
Contact: Letia Frandina  
Address: 1500 East 128<sup>th</sup> St.  
City, State, Zip: Thornton, CO 80241  
Phone: 303-453-8515  
E-mail: cgross@adamscountyeducation.org

10.9 Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10 Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.



10.11 Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

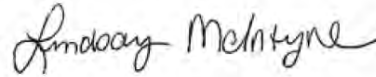
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

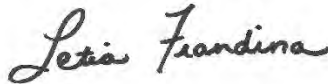
JOSH ZYGIELBAUM  
CLERK AND RECORDER



\_\_\_\_\_  
Adams County Attorney's Office

\_\_\_\_\_  
Deputy Clerk

Adams County Education Consortium:



\_\_\_\_\_  
Name: Letia Frandina  
Title: Executive Director

# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

<b>State Agency</b> Colorado Department of Higher Education on behalf of Colorado Opportunity Scholarship Initiative	<b>Agreement Number</b> CORE ID: CTGG1 2022-3426 COSI Matching Student Scholarship (MSS) Grant 2021-2022 Category: County								
<b>Grantee</b> Adams County Education Consortium	<b>Agreement Performance Beginning Date</b> The Effective Date								
<b>County</b>  <b>ADAMS</b>	<b>Initial Agreement Expiration Date</b> June 30, 2026								
<b>Agreement Maximum Amount</b>  Initial Term  <table data-bbox="89 772 592 898"> <tr> <td>State Fiscal Year 2022</td> <td>\$135,943.00</td> </tr> <tr> <td>State Fiscal Year 2023</td> <td>\$135,943.00</td> </tr> <tr> <td>State Fiscal Year 2024</td> <td>\$135,943.00</td> </tr> <tr> <td>State Fiscal Year 2025</td> <td>\$135,943.00</td> </tr> </table> <b>Total for All State Fiscal Years</b> \$543,772.00	State Fiscal Year 2022	\$135,943.00	State Fiscal Year 2023	\$135,943.00	State Fiscal Year 2024	\$135,943.00	State Fiscal Year 2025	\$135,943.00	<b>Fund Expenditure End Date</b> June 30, 2026  <b>Agreement Authority</b> Authority to enter into this Agreement exists in §23-3.3-1001, C.R.S. <i>et seq.</i> , and funds have been budgeted, appropriated and otherwise made available pursuant to §23-3.3-1005, C.R.S., and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.  <b>Report Deadlines</b>  June 30, 2023 June 30, 2024 June 30, 2025 June 30, 2026
State Fiscal Year 2022	\$135,943.00								
State Fiscal Year 2023	\$135,943.00								
State Fiscal Year 2024	\$135,943.00								
State Fiscal Year 2025	\$135,943.00								
<b>Agreement Purpose</b> Matching Student Scholarship Grants (MSS Grants) are designed to increase the amount of scholarship giving available for postsecondary students in Colorado. MSS Grants provide funding for tuition assistance - defined as financial assistance to an eligible student of an eligible institution, including such financial assistance as is necessary to pay the costs of tuition, fees, books, housing, food, and transportation – for students whose household incomes are determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants; are in a rigor-based student success program; are classified as Colorado residents for tuition purposes; and are attending public vocational schools, community colleges, four-year institutions of higher education, and research institutions in Colorado. The multi-year grants are distributed to eligible counties, institutions of higher education and community workforce programs. The State issued a Request for Proposal (the “RFP”) and the Grantee was selected as a grant recipient based upon its response to the RFP.  The County has designated Grantee to receive and administer Grant Funds designated to provide student tuition assistance in the county as demonstrated in <b>Exhibit E</b> , County Letter of Support or Resolution . CDHE and Grantee agree that (i) Grantee will receive and administer such Grant Funds in accordance with all requirements of 8 CCR 1504-9, (ii) Grantee will provide those Services described in <b>Exhibit A</b> , the Statement of Work, (iii) Grantee will obtain matching funds from private donors in an amount equivalent to the amount provided by the State, up to the maximum amount set forth on the Cover Page and distribute to students during the academic year of use in accordance with <b>Exhibit B</b> , and (iv) Grantee will timely provide proof of matching funds prior to disbursement of funds by the State using the Proof of Funds Letter, attached as <b>Exhibit D</b> . Grantee will comply with data terms described and agreed upon in <b>Exhibit C</b> , Annual Reporting.									
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> <li>2. Exhibit B, Invoice Schedule</li> <li>3. Exhibit C, Grantee Report</li> </ol>									

4. Exhibit D, Proof of Funds Letter Template
5. Exhibit E, Letter of Support or Resolution

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Invoice Schedule
5. Exhibit C, Grantee Report
6. Exhibit D, Proof of Funds Letter Template
7. Exhibit E, Letter of Support or Resolution

**Principal Representatives**

For the State:

Dr. Cynthia Armendariz  
Colorado Department of Higher Education  
1600 Broadway, Suite 2200  
Denver, CO 80202  
cynthia.armendariz@dhe.state.co.us

For Grantee:

Letia Frandina  
Adams County Scholarship Fund  
1500 E. 128th Ave.,  
Thornton, Colorado 80241  
lfrandina@adamscountyeducation.org

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**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>GRANTEE</b> Adams County Scholarship Fund on behalf of ADAMS</p> <p style="text-align: center;"><i>Letia Frandina</i></p> <hr/> <p>By: Letia Frandina, Executive Director Date: <u>April 29, 2022</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Higher Education Dr. Angie Paccione, Executive Director</p> <p style="text-align: center;"><i>Dr. Angie Paccione</i></p> <hr/> <p>By: Dr. Angie Paccione, Executive Director Date: <u>May 2, 2022</u></p>
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In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

*Trisha Esquibel*

By: Trisha Esquibel, Controller and State Controller Delegate,  
Colorado Department of Higher Education

Effective Date: May 9, 2022

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## 1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”) and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State” or “CDHE”). Grantee and the State agree to the terms and conditions in this Agreement.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

### B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter.

### D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

### E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. "**Budget**" means the budget for the Work described in Exhibit B.
- D. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

- E. “**Cost of Attendance**” means the student's cost of attending an institution of higher education that is determined by the institution of higher education based on federal and commission policy, and includes tuition, fees, room, board, books, capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act. Supplies, transportation, and other allowable expenses.
- F. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- H. “**Endowment Matching Funds**” means Endowment Model scholarship funds raised by Grantee to satisfy the 1:1 match required by 8 CCR 1504-9 §2.04 to receive the Grant Funds. Endowment Matching Funds shall be endowed funds, as approved by the Board, that Grantee raises for the specific purpose of the 1:1 matching contribution requirement of a Matching Student Scholarship Grant and may include funds raised by Grantee for creation of a new endowment or additional contributions to an existing endowment.
- I. “**End of Term Extension**” means the time period defined in §2.D.
- J. “**Exhibits**” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. “**Expected Family Contribution**” means the amount of money that a student's family is expected to contribute to the student's cost of attendance at an institution of higher education.
- L. “**Extension Term**” means the time period defined in §2.C.
- M. “**Financial Assistance**” means money awarded to a student based on the student's cost of attendance at the institution of higher education.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. “**Initial Term**” means the time period defined in §2.B.
- R. “**Matching Funds**” means the scholarship funds raised by Grantee to satisfy the 1:1 match required by 8 CCR 1504-9 §2.04 to receive Matching Student Scholarship Grant Funds. Qualifying funds shall be funds that are raised or designated by Grantee for the specific purpose of the 1:1 matching contribution requirement of this Grant and funds that were not previously directly or indirectly used to support existing scholarships.



- S. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- U. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- W. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees of grant funds.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. **“Work Product”** does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B.
- b. Grantee shall submit proof of funds by submitting Exhibit D to the State in order to initiate payment requests.
- c. The State shall pay each invoice as soon as possible following the State's receipt of proof of funds.

###### ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

###### iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

###### iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or

funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide Matching Funds as provided in **§3.O** and Exhibit A and B. Grantee shall have raised the full amount of Matching Funds prior to the dates outlined in Exhibit B and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit B has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee.

## 6. REPORTING - NOTIFICATION

A. Annual Reports

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, Grantee shall submit a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by CDHE, outlined in **Exhibit C**. Progress reports shall be submitted to CDHE no later than June 30 of each year required per Exhibit C or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports in conformance with Exhibit C to the State.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the. State may impose any penalties for noncompliance allowed, which may include, without limitation, suspension or debarment.

**7. GRANTEE RECORDS**

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

Grantee shall secure from the awardee a FERPA release for both the grantee and COSI and then also specify that the grantee is responsible for collecting data and maintaining it for COSI for a period of ten years. A template for FERPA consent and information acknowledgement is available upon request from COSI staff.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a

similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State and in compliance with FERPA, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

## 10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.



## 12. REMEDIES

### A. State's Remedies

If Grantee is in breach under any provision of this Agreement, the State, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Grantee's breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

##### c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

## B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

## 14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

## 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

### A. Work Product

#### i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

## 16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 17. GENERAL PROVISIONS

### A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

### B. Subcontracts

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State.

### C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

### E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral

or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible

for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including

attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. **Intellectual Property Indemnification**

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and



unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

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## **EXHIBIT A, STATEMENT OF WORK**

### **1. GRANTEE GOALS AND OBJECTIVES**

#### **1.1 Grantee Goals:**

With the combined total of \$1,087,544.00 in State allocation from COSI and matching funds, Grantee will use 2.5% of the total amount of the funds for administrative support, equal to \$27,188.60, \$1,060,355.4 will remain available for scholarships. Grantee will use these funds to award eligible students as described below.

Grantee agrees to administer scholarships to students who are Colorado residents (including ASSET students), meet income eligibility (up to 250% pell), attend a public Colorado institution of higher education, and enroll in a program designed to culminate in a credential.

Additionally, Grantee will serve students with the following specified criteria: This program is designed for first-generation and low-income High School Seniors in Adams County. Each School District and District Foundation will be responsible for awarding eligible graduates up to one million dollars in scholarships. The ACSF was established in order to address the needs of low-income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage. These programs are customized to the needs of each school district. Students must enroll in Colorado public institute.

#### **1.2 Grantee Objectives:**

**Objective 1 Scholarships:** Grantee agrees to administer scholarships in the amount of \$2,000 per semester, or \$4,000 per year to 60 students.

In addition, scholarship recipients must meet the following milestones in order to continue to receive the scholarship: Students in the Adams County Scholarship Program are required to participate in a summer bridge program run by ACEC's strategic partner Goodwill prior to entering college. Beginning in their first semester of freshman year, the students are required to have routine check-ins with their Post-Secondary Success coordinator and maintain good academic standing. Students are also required to provide proof of enrollment for semesters they receive scholarship funds and be enrolled full-time.

**Objective 2 Student Support Program:** Scholarship recipients will be served by the following program(s): **Institution program, Grantee funded program.**

Scholarship recipients will receive the following services: College transition and summer melt programming, Academic advising, Direct support in completing FAFSA/institutional financial aid application, Case management (one-on-one support), Opportunities to build connection and community with peers, staff/faculty and campus, Academic support (e.g. tutoring, study groups), Workshops (e.g. well-being, resume building, scholarship search/application and other needs as identified by students and staff), Career counseling

**Objective 3 Matching Funds:** Matching funds will be raised to meet the stated goal above by using the following strategy: ACEC will utilize the 2.5% allowable administrative cost from the county's match to oversee the ACEC. ACEC distributes funds based on the free and reduced lunch criteria. We have strong financial support from the Adams County Board of County Commissioners. It is our goal to make college possible for every student in Adams County. Currently, the funding will be sustained by utilizing the three (3%) percent countywide sales tax on retail marijuana and retail marijuana products, with any additional funds provided by the Adams County general fund. ACEC holds a quarterly stakeholder meeting to discuss the sustainability of the ACSF.

## 2. GRANTEE IMPLEMENTATION PLAN

### 2.1 Timeline:

Grantee will distribute scholarships in the Fall and Spring semester(s), beginning in 2022-2023 academic year for 4 year(s).

## 3. ASSURANCES

Grantee agrees to the following Assurances:

1. Grantee will provide requested data to CDHE for the COSI within the timeframe specified in the reporting requirements and Exhibit C of the agreement.
2. Grantee will obtain a FERPA release or similar document from individual participants allowing Grantee to gather and share various data to meet CDHE and COSI requirements.
3. The Grantee will not discriminate against any student with regard to race, gender, sexual orientation, national origin, color, disability, or age.
4. The Grantee will provide proof of matching funds provided by an approved matching partner.
5. Grant Funds will be used to provide the cost of attendance dollars as defined in this Grant, and the appropriate fiscal agent will administer grant Funds.
6. Funded projects will maintain appropriate fiscal, and the Grantee will conduct program records and fiscal audits of this program as a part of its regular audits.
7. If any findings of misuse of these Grant Funds are discovered, Grant Funds will be returned to CDHE.
8. The Grantee will maintain sole responsibility for the project even though Subgrantees may perform certain services.
9. The Grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.
10. The Grantee will distribute Grant Funds only to Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income to determine eligibility for PELL grants.
11. Designated staff members will attend the required quarterly and regional meetings, annual symposiums, and complete grant check-in and site visits. In addition, they will support/participate in other activities that may be required to monitor the grant's progress.
12. Grantee must contact the COSI Point of Contact before making any modifications to the COSI Board approved program plan and budget. Depending on the nature of the request, COSI staff may approve, or the request may require Board approval. Project modifications and changes must be requested in writing and be approved in writing by COSI before modifications are made.

The Colorado Department of Higher Education may terminate a grant award upon thirty (30) days' notice if CDHE deems that the Grantee is not fulfilling the requirements of the funded program as specified in the approved proposal or if the program is generating less than satisfactory results.

All funding for the Colorado Opportunity Scholarship Initiative grant programs will be contingent upon annual appropriations by the State Legislature and any other further discretion at the jurisprudence of the grantor.

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**EXHIBIT B, INVOICE SCHEDULE**

<b>SUMMARY OF BUDGET</b>	
Student scholarships as described in Exhibit A	\$1,060,355.40
Administrative fees equal to 2.5% of the combined total of Grantee matching funds and State funds	\$27,188.60

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee's ability to raise 1:1 matching funds for the purpose of this Grant. Funds will only be disbursed at the point in which the dollars will be used for Financial Assistance within the next academic period, and after matching funds have been raised. Payments from the State per the invoice schedule will not be administered until proof of funds (using the template attached as Exhibit D) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds for the benefit of individual students receiving scholarships.

The Grant start date will be the effective date. The Grant termination date will be June 30, 2026. The State intends to administer payments following the schedule outlined below.

State Fiscal Year 2022 - 1 payment(s)  
 State Fiscal Year 2023 - 1 payment(s)  
 State Fiscal Year 2024 - 1 payment(s)  
 State Fiscal Year 2025 - 1 payment(s)

**INVOICE SCHEDULE**

<b>INVOICE SCHEDULE</b>					
<b>Payment Month &amp; Year</b>		<b>Total Grantee Match: \$543,772.00</b>	<b>Total CDHE: \$543,772.00</b>	<b>Combined Total: \$1,087,544.00</b>	
<b>Month</b>	<b>Year</b>	<b>Grantee Match Amount</b>	<b>CDHE Amount</b>	<b>Admin Fee</b>	
July	2022	\$122,349.00	\$122,349.70		
July	2022	\$13,594.30	\$13,594.30	X	
<b>Total Year 1 Combined: \$271,886.00</b>					
July	2023	\$135,943.00	\$135,943.00		
<b>Total Year 2 Combined: \$271,886.00</b>					
July	2024	\$135,943.00	\$135,943.00		
<b>Total Year 3 Combined: \$271,886.00</b>					

July	2025	\$135,943.00	\$135,943.00	
				<b>Total Year 4 Combined: \$271,886.00</b>

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## EXHIBIT C, ANNUAL REPORTING

Grantee must submit an annual performance report to CDHE following COSI's reporting schedule as outlined here:

- June 30, 2023, to include all terms between summer 2022 and spring 2023
- June 30, 2024, to include all terms between summer 2023 and spring 2024
- June 30, 2025, to include all terms between summer 2024 and spring 2025
- June 30, 2026, to include all terms between summer 2025 and spring 2026

Data collection, reporting, and evaluation will be centered on the **program goals and required activities outlined in the Exhibit A**. COSI's evaluation plan, analysis and results are only possible with the complete and timely submission of data and reports from grantees. It is important that grantees utilize the templates, submit reports and data requests in a timely manner, and ask for support when needed. Adequate policies and tools ensure accuracy and timeliness. There will be continued support from COSI technical assistance staff to aid in developing and implementing your data collection tool and plan. Reference the COSI website for materials and resources to support in completing annual reporting.

### Data Collection

Accurate and timely data collection will be important pieces to not only ensure that required activities are completed, but also to make the reporting process easier. Data tracking tools should be organized in a manner to track student level data and required activities. Grantee shall secure from the awardee a FERPA release for both the grantee and COSI and then also specify that the grantee is responsible for collecting data and maintaining it for COSI for a period of ten years.

### Annual Report

Matching Student Scholarship grantees are required to submit an annual report which consists of a narrative summary of the program progress and student level data.

- Reports are due on **June 30** of each grant year
- CDHE requires reports to be submitted safely and securely through the designated delivery system, any reports sent via email or other systems will not be accepted.
- Grantees must use the COSI report templates which can be accessed on the COSI website.

The report is divided into two sections:

1. **Narrative:** The Grantee will provide an overview of the status of the project, with a focus on statement of work and required activities, collaborations, and program highlights. The written portion of the Annual Report is an opportunity to share qualitative data and special circumstances that otherwise would not be reflected in quantitative results. Grantee must use the template provided by COSI.

2. **Student List:** Grantee is required to provide student level data for students receiving scholarships funded by the COSI MSS grant and matching funds (the combined total of the grant).

Grant Code	Agreement contract/grant code
Report Year	The enrollment period identified by the year on which the data are based
Report Term	The enrollment period identified by the term on which the data are based
Institution attended Code	Four-digit CDHE Institution code
Institutional Student ID	A number that uniquely identifies a student at an institution. This number is assigned by the institution
Social Security Number (SSN)	A number that uniquely identifies a student.
Date of Birth (DOB)	The date of birth as designated on the individual's legal birth registration or certificate
Scholarship Amount	Amount of scholarship (COSI + Matching funds) a student received in the reported term
County	Applicable to MSS grantee who distribute county grants. Indicate which county funds the student received in the reported term

### **Additional Data Requirements**

In addition to the annual report, Grantee's may be required to participate in a data check-in at site visits and regional meetings with COSI Staff. Grantees may also be required to participate in research that would require additional data and reporting.

COSI staff will work with grantees to develop rigorous program metrics that will help them meet their program goals and objectives. During the drafting of grant agreements, Grantees will receive technical assistance on:

- Creating customized and individualized data reports to determine baseline data
- Selecting realistic and appropriate metrics
- Determining benchmarks to support progress monitoring
- Using data to inform decisions for programming

### **Evaluation**

Annually, COSI conducts evaluation and analysis of program expenditure aligned with our evaluation plan. An external evaluator will look at individual grantees and produce qualitative and quantitative reports for all COSI grant programs. Ultimately the data and reports will be used to evaluate COSI as a whole and determine success, challenges, and need for support within specific areas of the state.



COSI's evaluation of program progress and outcomes is only one level of evaluation that grantees may utilize to evaluate their program. It is encouraged that grantees implement their own evaluation plan and process to ensure that they are meeting their goals and objectives. Evaluating your program allows you to analyze such areas as programs activities, management, and objectives and outcomes and helps you demonstrate progress and adjust when necessary.

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## EXHIBIT D, PROOF OF FUNDS LETTER

Date Submitted: \_\_\_\_\_

Grantee Name: \_\_\_\_\_

On Behalf of (if applicable): \_\_\_\_\_

Grant Code: \_\_\_\_\_

Year of Grant Award: \_\_\_\_\_  
(ex. 2016-2017, FY of award)

Payment Month & Year: \_\_\_\_\_  
(ex. July 2020, Nov. 2020, or April 2021)

Total Amount Matched & Submitted: \_\_\_\_\_  
(ex. 23,500/50,000-include amount raised to date)

Dr. Cynthia Armendariz  
 Senior Director, Colorado Opportunity Scholarship Initiative  
 Colorado Department of Higher Education  
 1600 Broadway Street, Suite 2200  
 Denver, CO 80202

Dear Cynthia,

May this letter serve as [*Grantee Name, on behalf of (if applicable)*] certification that [*\$amount*] in new scholarship dollars have been raised to match the State's allocation of 1:1 Matching Student Scholarship (MSS) grants.

These new funds were raised leveraging the state's match, and were obtained from the following sources:

- Individuals:
- Foundations:
- Corporations:
- Special Events:
- Other:
- **Total:**

With the signature(s) below, the authorized representative confirms that the above statements are true.

Signature & Title: \_\_\_\_\_ Date: \_\_\_\_\_

If Grantee has multiple grants, *submit one letter per grant code* until the matched funds are fulfilled. Certifications must be emailed to **cosi.info@dhe.state.co.us** prior to billing cycles.

**CERTIFICATIONS SENT BY MAIL WILL NOT BE RECEIVED AND PAYMENTS WILL NOT BE ISSUED.**



Commissioners' Office  
4430 S. Adams County Pkwy.  
5th Floor, Suite C5000A  
Brighton, CO 80601-8204  
PHONE 720.523.6100 | FAX 720.523.6045  
[ad.co.gov.org](http://ad.co.gov.org)

February 9, 2022  
Colorado Department of Higher Education  
1560 Broadway, Suite 1600  
Denver, CO 80203

To whom it may concern,

It is with pleasure that we submit a letter of support for the Colorado Opportunity Scholarship Initiative grant application being submitted by the Adams County Education Consortium (ACEC) on behalf of Adams County. The Adams County Scholarship grant proposal is a collaborative effort that involves: Adams 12 Five Star Schools, 27J Education Foundation, Westminster Public Schools Foundation, Adams 14 Education Foundation, Strasburg 31J, Bennett 29J and Mapleton Education Foundation.

The Board of County Commissioners recognizes the importance of increasing the current levels of educational attainment by students in our county and closing the attainment gap that exists between our white/Asian population and our non-white population. Today, less than 25% of Adams County residents hold at least a bachelor's degree, the lowest percentage of any county in the Denver-Metro area and among the lowest in the state. Clearly, this is an issue that needs to be addressed, and the Adams County Scholarship Fund proposal is a step towards closing the gap.

We are excited to partner with the Adams County Education Consortium and the seven School Districts to continue offering scholarships to low-income youth in Adams County. We strongly urge you to fund this program.

Commissioner Eva J. Henry,  
District 1

Commissioner Charles  
"Chaz" Tedesco, District 2

Commissioner Emma Pinter,  
District 3

Commissioner Steve O'Doriso,  
District 4

Commissioner Lynn Baca,  
District 5

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve J. O'Doriso  
DISTRICT 4

Lynn E. Baca  
DISTRICT 5



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Housing and Homeless Prevention Services
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves multiple Amendments for the 2022/2023 Housing and Homeless Prevention Services Agreements.

**BACKGROUND:**

Adams County Human Services Department (HSD) receives Federal Temporary Assistance for Needy Families (TANF) Block Grant funds, allocated by the State to assist with the goals of the HSD Workforce and Business Center (WBC) TANF program. These home services provide homelessness prevention, rent, utility assistance and other related services for eligible Adams County families who are in danger of homelessness.

In April of 2021, the Board of County Commissioners approved Agreements with multiple vendors to provide Housing and Homeless Prevention Services for the TANF program. The recommendation is to extend the following agreements for the 2022/2023 contract year:

**Family Tree:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.644	8/24/2021	\$456,554.00	\$456,554.00
Requested Amendment One		\$476,280.00	\$932,834.00

**Access Housing of Adams County, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.623	8/24/2021	\$1,668,824.00	\$1,668,824.00
Requested Amendment One		\$1,736,501.00	\$3,405,325.00

**Growing Home:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.645	8/24/2021	\$740,120.10	\$740,120.10
Requested Amendment One		\$1,194,839.65	\$1,934,959.75

**Comitis Crisis Center, Inc.:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.646	8/24/2021	\$164,250.00	\$164,250.00
Requested Amendment One		\$200,000.00	\$364,250.00

**Almost Home, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.643	8/24/2021	\$1,257,000.00	\$1,257,000.00
Requested Amendment One		\$1,294,710.00	\$2,551,710.00

The WBC Department receives federal TANF block grant funds through the State to assist with the goals of the Workforce and Business Center TANF program. The grant awarded will provide eighty-five percent (85%) funding with Adams County responsible for the remaining fifteen percent (15%).

The recommendation is to approve Amendment One to multiple Agreements to provide Housing and Homeless Prevention Services for the 2022/2023 contract year.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Workforce and Business Center (TANF)

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915. Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$54,214,095</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various. 7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			

Current Budgeted Capital Expenditure:	
Add'l Capital Expenditure not included in Current Budget:	
<b>Total Expenditures:</b>	<b>\$9,652,600</b>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND  
FAMILY TREE INC., IN THE AMOUNT OF \$476,280.00, FOR HOUSING AND  
HOMELESS PREVENTION SERVICES

WHEREAS, on August 24, 2021, the Board of County Commissioners approved an Agreement with Family Tree Inc., to provide Housing and Homeless Prevention Services for the Human Services Department, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, Adams County Human Services Department, would like to extend the Agreement for one additional year; and,

WHEREAS, Family Tree Inc., agrees to provide the services in the amount of \$476,280.00, for a total not to exceed Agreement amount of \$932,834.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Family Tree Inc., in the amount of \$476,280.00, to provide Housing and Homeless Prevention Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Family Tree Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Housing and Homeless Prevention Services
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves multiple Amendments for the 2022/2023 Housing and Homeless Prevention Services Agreements.

**BACKGROUND:**

Adams County Human Services Department (HSD) receives Federal Temporary Assistance for Needy Families (TANF) Block Grant funds, allocated by the State to assist with the goals of the HSD Workforce and Business Center (WBC) TANF program. These home services provide homelessness prevention, rent, utility assistance and other related services for eligible Adams County families who are in danger of homelessness.

In April of 2021, the Board of County Commissioners approved Agreements with multiple vendors to provide Housing and Homeless Prevention Services for the TANF program. The recommendation is to extend the following agreements for the 2022/2023 contract year:

**Family Tree:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.644	8/24/2021	\$456,554.00	\$456,554.00
Requested Amendment One		\$476,280.00	\$932,834.00

**Access Housing of Adams County, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.623	8/24/2021	\$1,668,824.00	\$1,668,824.00
Requested Amendment One		\$1,736,501.00	\$3,405,325.00



**Growing Home:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.645	8/24/2021	\$740,120.10	\$740,120.10
Requested Amendment One		\$1,194,839.65	\$1,934,959.75

**Comitis Crisis Center, Inc.:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.646	8/24/2021	\$164,250.00	\$164,250.00
Requested Amendment One		\$200,000.00	\$364,250.00

**Almost Home, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.643	8/24/2021	\$1,257,000.00	\$1,257,000.00
Requested Amendment One		\$1,294,710.00	\$2,551,710.00

The WBC Department receives federal TANF block grant funds through the State to assist with the goals of the Workforce and Business Center TANF program. The grant awarded will provide eighty-five percent (85%) funding with Adams County responsible for the remaining fifteen percent (15%).

The recommendation is to approve Amendment One to multiple Agreements to provide Housing and Homeless Prevention Services for the 2022/2023 contract year.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Workforce and Business Center (TANF)

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915. Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$54,214,095</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various. 7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			

Current Budgeted Capital Expenditure:	
Add'l Capital Expenditure not included in Current Budget:	
<b>Total Expenditures:</b>	<b>\$9,652,600</b>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND  
GROWING HOME IN THE AMOUNT OF \$1,194,839.65, FOR HOUSING AND HOMELESS  
PREVENTION SERVICES

WHEREAS, on August 24, 2021, the Board of County Commissioners approved an Agreement with Growing Home to provide Housing and Homeless Prevention Services for the Human Services Department, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, Adams County Human Services Department, would like to extend the Agreement for one additional year; and,

WHEREAS, Growing Home agrees to provide the services in the amount of \$1,194,839.65, for a total not to exceed Agreement amount of \$1,934,959.75.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Growing Home in the amount of \$1,194,839.65, to provide Housing and Homeless Prevention Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Growing Home on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Housing and Homeless Prevention Services
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves multiple Amendments for the 2022/2023 Housing and Homeless Prevention Services Agreements.

**BACKGROUND:**

Adams County Human Services Department (HSD) receives Federal Temporary Assistance for Needy Families (TANF) Block Grant funds, allocated by the State to assist with the goals of the HSD Workforce and Business Center (WBC) TANF program. These home services provide homelessness prevention, rent, utility assistance and other related services for eligible Adams County families who are in danger of homelessness.

In April of 2021, the Board of County Commissioners approved Agreements with multiple vendors to provide Housing and Homeless Prevention Services for the TANF program. The recommendation is to extend the following agreements for the 2022/2023 contract year:

**Family Tree:**

Agreement	Approval Date	Amount	Cumulative Amount
Original Agreement 2021.644	8/24/2021	\$456,554.00	\$456,554.00
Requested Amendment One		\$476,280.00	\$932,834.00

**Access Housing of Adams County, Inc:**

Agreement	Approval Date	Amount	Cumulative Amount
Original Agreement 2021.623	8/24/2021	\$1,668,824.00	\$1,668,824.00
Requested Amendment One		\$1,736,501.00	\$3,405,325.00

**Growing Home:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.645	8/24/2021	\$740,120.10	\$740,120.10
Requested Amendment One		\$1,194,839.65	\$1,934,959.75

**Comitis Crisis Center, Inc.:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.646	8/24/2021	\$164,250.00	\$164,250.00
Requested Amendment One		\$200,000.00	\$364,250.00

**Almost Home, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.643	8/24/2021	\$1,257,000.00	\$1,257,000.00
Requested Amendment One		\$1,294,710.00	\$2,551,710.00

The WBC Department receives federal TANF block grant funds through the State to assist with the goals of the Workforce and Business Center TANF program. The grant awarded will provide eighty-five percent (85%) funding with Adams County responsible for the remaining fifteen percent (15%).

The recommendation is to approve Amendment One to multiple Agreements to provide Housing and Homeless Prevention Services for the 2022/2023 contract year.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Workforce and Business Center (TANF)

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915. Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$54,214,095</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various. 7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			

Current Budgeted Capital Expenditure:	
Add'l Capital Expenditure not included in Current Budget:	
<b>Total Expenditures:</b>	<b>\$9,652,600</b>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND  
COMITIS CRISIS CENTER INC., IN THE AMOUNT OF \$200,000.00, FOR HOUSING AND  
HOMELESS PREVENTION SERVICES

WHEREAS, on August 24, 2021, the Board of County Commissioners approved an Agreement with Comitis Crisis Center Inc., to provide Housing and Homeless Prevention Services for the Human Services Department, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, Adams County Human Services Department, would like to extend the Agreement for one additional year; and,

WHEREAS, Comitis Crisis Center Inc., agrees to provide the services in the amount of \$200,000.00, for a total not to exceed Agreement amount of \$364,250.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Comitis Crisis Center Inc., in the amount of \$200,000.00, to provide Housing and Homeless Prevention Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Comitis Crisis Center Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Housing and Homeless Prevention Services
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves multiple Amendments for the 2022/2023 Housing and Homeless Prevention Services Agreements.

**BACKGROUND:**

Adams County Human Services Department (HSD) receives Federal Temporary Assistance for Needy Families (TANF) Block Grant funds, allocated by the State to assist with the goals of the HSD Workforce and Business Center (WBC) TANF program. These home services provide homelessness prevention, rent, utility assistance and other related services for eligible Adams County families who are in danger of homelessness.

In April of 2021, the Board of County Commissioners approved Agreements with multiple vendors to provide Housing and Homeless Prevention Services for the TANF program. The recommendation is to extend the following agreements for the 2022/2023 contract year:

**Family Tree:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.644	8/24/2021	\$456,554.00	\$456,554.00
Requested Amendment One		\$476,280.00	\$932,834.00

**Access Housing of Adams County, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.623	8/24/2021	\$1,668,824.00	\$1,668,824.00
Requested Amendment One		\$1,736,501.00	\$3,405,325.00



**Growing Home:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.645	8/24/2021	\$740,120.10	\$740,120.10
Requested Amendment One		\$1,194,839.65	\$1,934,959.75

**Comitis Crisis Center, Inc.:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.646	8/24/2021	\$164,250.00	\$164,250.00
Requested Amendment One		\$200,000.00	\$364,250.00

**Almost Home, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.643	8/24/2021	\$1,257,000.00	\$1,257,000.00
Requested Amendment One		\$1,294,710.00	\$2,551,710.00

The WBC Department receives federal TANF block grant funds through the State to assist with the goals of the Workforce and Business Center TANF program. The grant awarded will provide eighty-five percent (85%) funding with Adams County responsible for the remaining fifteen percent (15%).

The recommendation is to approve Amendment One to multiple Agreements to provide Housing and Homeless Prevention Services for the 2022/2023 contract year.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Workforce and Business Center (TANF)

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915. Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$54,214,095</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various. 7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			

Current Budgeted Capital Expenditure:	
Add'l Capital Expenditure not included in Current Budget:	
<b>Total Expenditures:</b>	<b>\$9,652,600</b>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND  
ALMOST HOME INC., IN THE AMOUNT OF \$1,294,710.00, FOR HOUSING AND  
HOMELESS PREVENTION SERVICES

WHEREAS, on August 24, 2021, the Board of County Commissioners approved an Agreement with Almost Home Inc., to provide Housing and Homeless Prevention Services for the Human Services Department, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, Adams County Human Services Department, would like to extend the Agreement for one additional year; and,

WHEREAS, Almost Home Inc., agrees to provide the services in the amount of \$1,294,710.00, for a total not to exceed Agreement amount of \$2,551,710.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Almost Home Inc., in the amount of \$1,294,710.00, to provide Housing and Homeless Prevention Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Almost Home Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Housing and Homeless Prevention Services
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves multiple Amendments for the 2022/2023 Housing and Homeless Prevention Services Agreements.

**BACKGROUND:**

Adams County Human Services Department (HSD) receives Federal Temporary Assistance for Needy Families (TANF) Block Grant funds, allocated by the State to assist with the goals of the HSD Workforce and Business Center (WBC) TANF program. These home services provide homelessness prevention, rent, utility assistance and other related services for eligible Adams County families who are in danger of homelessness.

In April of 2021, the Board of County Commissioners approved Agreements with multiple vendors to provide Housing and Homeless Prevention Services for the TANF program. The recommendation is to extend the following agreements for the 2022/2023 contract year:

**Family Tree:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.644	8/24/2021	\$456,554.00	\$456,554.00
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**Access Housing of Adams County, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.623	8/24/2021	\$1,668,824.00	\$1,668,824.00
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**Growing Home:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.645	8/24/2021	\$740,120.10	\$740,120.10
Requested Amendment One		\$1,194,839.65	\$1,934,959.75

**Comitis Crisis Center, Inc.:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.646	8/24/2021	\$164,250.00	\$164,250.00
Requested Amendment One		\$200,000.00	\$364,250.00

**Almost Home, Inc:**

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.643	8/24/2021	\$1,257,000.00	\$1,257,000.00
Requested Amendment One		\$1,294,710.00	\$2,551,710.00

The WBC Department receives federal TANF block grant funds through the State to assist with the goals of the Workforce and Business Center TANF program. The grant awarded will provide eighty-five percent (85%) funding with Adams County responsible for the remaining fifteen percent (15%).

The recommendation is to approve Amendment One to multiple Agreements to provide Housing and Homeless Prevention Services for the 2022/2023 contract year.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Workforce and Business Center (TANF)

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915. Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$54,214,095</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various. 7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			

Current Budgeted Capital Expenditure:	
Add'l Capital Expenditure not included in Current Budget:	
<b>Total Expenditures:</b>	<b>\$9,652,600</b>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND  
ACCESS HOUSING OF ADAMS COUNTY INC., IN THE AMOUNT OF \$1,736,501.00, FOR  
HOUSING AND HOMELESS PREVENTION SERVICES

WHEREAS, on August 24, 2021, the Board of County Commissioners approved an Agreement with Access Housing of Adams County Inc., to provide Housing and Homeless Prevention Services for the Human Services Department, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, Adams County Human Services Department, would like to extend the Agreement for one additional year; and,

WHEREAS, Access Housing of Adams County Inc., agrees to provide the services in the amount of \$1,736,501.00, for a total not to exceed Agreement amount of \$3,405,325.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Access Housing of Adams County Inc., in the amount of \$1,736,501.00, to provide Housing and Homeless Prevention Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Access Housing of Adams County Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Health Department Website
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b>
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to an Agreement with Fruition for the Adams County Health Department Website

**BACKGROUND:**

In October 2021, the Adams County Board of Commissioners made the decision to create a new health department focusing on the specific needs of nearly 520,000 residents and businesses in Adams County. The Communications Department is tasked with developing a user-friendly website where residents and business can obtain information about the new Adams County Health Department.

On November 23, 2021, the Board of County Commissioners approved an Agreement with Fruition for the Upgrades to the Adams County Websites. The Agreement breakdown is as follows:

Original Agreement	\$334,570.00
Requested Amendment One	\$61,893.00
<b>Total</b>	<b>\$396.463.00</b>

The recommendation is to approve Amendment One to the Agreement with Fruition for the development of the Adams County Health Department Website in the amount of \$61,893.00, for a total not to exceed Agreement amount of \$396.463.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Communications Department



**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 1</b>
<b>Cost Center: 4016</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7685		\$150,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND  
FRUITION IN THE AMOUNT OF \$61,893.00, FOR THE ADAMS COUNTY HEALTH  
DEPARTMENT WEBSITE

WHEREAS, on November 23, 2021, the Board of County Commissioners approved an Agreement with Fruition to provide services for the Adams County Website Upgrade project; and,

WHEREAS, the County would like to amend the Agreement to add services for the Adams County Health Department website; and,

WHEREAS, Fruition agrees to add the services for the Adams County Health Department Website in the amount of \$61,893.00, for a total not to exceed Agreement amount of \$396,463.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, Amendment One to the Agreement between Adams County and Fruition in the amount of \$61,893.00, for the Adams County Health Department Website; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Fruition on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Contractor Pre-Qualification for Countywide Renovation Projects Construction Manager/General Contractor Services
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Pre-Qualification list of the Construction Managers/General Contractors (CMGC) Services for the Countywide Renovation Projects.

### **BACKGROUND:**

In August 2014, the Board of County Commissioners (BOCC) adopted the Purchasing Policy #1071, Procurement of New Building Construction and Major Improvement/Remodeling. The policy stipulates that pre-qualification is required of contractors for projects in excess of \$1 million dollars prior to participating in the Request for Proposal (RFP) process, and the results of such be presented to the BOCC for review and comment. The pre-qualified contractors will then be invited to participate in the formal RFP process.

The Statement of Qualifications (SOQ) was posted for CMGC Services for anticipated Countywide Renovation Projects in 2023 on BidNet, with submittals due July 21, 2022. The following contractors responded:

1. A.D. Miller Construction Services
2. Adolfson & Peterson Construction
3. FCI Constructors, Inc.
4. Fransen Pittman General Contractors
5. Golden Triangle Construction
6. Growling Bear Co. Inc.
7. Halcyon Construction, Inc.
8. Hall-Irwin Corporation
9. Haselden Construction
10. Hyder Construction Inc.

11. Mark Young Construction, LLC
12. MW Golden Constructors
13. O-A-K Colorado
14. Roche Constructors, Inc.
15. Saunders Construction, Inc.
16. TCC Corporation
17. The Weitz Company
18. Whitestone Construction Services, Inc.

After a thorough review by the Evaluation Committee, the following contractors have been accepted and recommended as pre-qualified for the Countywide Renovation Projects CMGC Services project:

1. A.D. Miller Construction Services
2. Adolfson & Peterson Construction
3. FCI Constructors, Inc.
4. Fransen Pittman General Contractors
5. Hall-Irwin Corporation
6. Haselden Construction
7. Hyder Construction Inc.
8. Mark Young Construction, LLC
9. MW Golden Constructors
10. Roche Constructors, Inc.
11. Saunders Construction, Inc.
12. The Weitz Company
13. Whitestone Construction Services, Inc.

The recommendation is that the Board of County Commissioners approves the pre-qualified contractors for CMGC Services for approved 2023 Countywide Renovation Projects.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities and Fleet Management Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>			
<b>Cost Center:</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION DESIGNATING PRE-QUALIFIED CONTRACTORS FOR THE  
CONSTRUCTION MANAGER GENERAL CONTRACTOR FOR APPROVED 2023  
COUNTYWIDE RENOVATION PROJECTS

WHEREAS, Adams County procedures allow for the pre-qualification of contractors for the Construction Management General Contractor (CMGC) proposal qualifications; and,

WHEREAS, Adams County believes a pre-qualification process would be useful for the County's construction of Countywide Renovation Projects CMGC Services project; and,

WHEREAS, the following contractors submitted qualifications for the CMGC proposal for the Countywide Renovation Projects CMGC Services project: A.D. Miller Construction Services, Adolfson & Peterson Construction, FCI Constructors, Inc., Fransen Pittman General Contractors, Golden Triangle Construction, Growling Bear Co. Inc., Halcyon Construction, Inc., Hall-Irwin Corporation, Haselden Construction, Hyder Construction Inc., Mark Young Construction, LLC, MW Golden Constructors, O-A-K Colorado, Roche Constructors, Inc., Saunders Construction, Inc., TCC Corporation, The Weitz Company, and Whitestone Construction Services, Inc., and,

WHEREAS, A.D. Miller Construction Services, Adolfson & Peterson Construction, FCI Constructors, Inc., Fransen Pittman General Contractors, Hall-Irwin Corporation, Haselden Construction, Hyder Construction Inc., Mark Young Construction, LLC, MW Golden Constructors, Roche Constructors, Inc., Saunders Construction, Inc., The Weitz Company, and Whitestone Construction Services, Inc. were recommended contractors and should be deemed eligible to provide proposals for CMGC Services for approved 2023 Countywide Renovation Projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the designated pre-qualified contractors may participate in the CMGC proposal process for the approved 2023 Countywide Renovation Projects.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> Geographic Information Systems Software
<b>FROM:</b> Noel Bernal, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Information Technology and Innovation
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a three-year Agreement with Environmental Systems Research Institute, Inc for Geographic Information Systems (GIS) software.

**BACKGROUND:**

In 2019, the Board of County Commissioners approved an Agreement with Environmental Systems Research Institute, Inc (Esri), for Geographic Information Systems (GIS) software and professional services. The current GIS software, Enterprise Advantage Program is currently used for mapping, related presentations (e.g., printed maps, interactive online maps, etc.) and for all geospatial analysis (e.g., determining level of service to residents and businesses, areas of interest, etc.). Departments that use GIS and GIS-related services include the Assessor, Public Works, Community & Economic Development, Clerk & Recorder, Office of Emergency Management, Parks and Information Technology and Innovation Department (ITi).

With the creation of the Health Department, the County’s ITi department recommends upgrading from the Enterprise Advantage Program (EEAP) to the Enterprise Licensing Agreement (ESA). Several local Counties such as Larimer, Weld, Denver and Douglas, have recently upgraded to the ESA. The ESA upgrade includes the following benefits:

- Access to the full offering of Esri products
- The ability to build a more robust development and test environment
- Additional professional services, which include consulting, training, planning and development.
- Software and professional services for the Public Health Department.

The recommendation is that the Board of County Commissioners approves a 3-year Agreement to Esri for the ESA GIS Software Program in the not to exceed amount of \$825,000.00. The Agreement will breakdown as follows:

<b>Term</b>	<b>Amount</b>
Year One	\$250,000
Year Two	\$275,000
Year Three	\$300,000
<b>Total</b>	<b>\$825,000</b>

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Information Technology and Innovation Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 1</b>
<b>Cost Center: 1055</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7825		\$250,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$250,000.00</u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC., IN THE NOT TO EXCEED  
AMOUNT OF \$825,000.00, TO PROVIDE GEOGRAPHIC INFORMATION SYSTEMS  
SOFTWARE AND PROFESSIONAL SERVICES

WHEREAS, Adams County currently uses Environmental Systems Research Institute, Inc., (Esri) to provide Geographic Information Systems (GIS) software and professional services; and,

WHEREAS, the County is pleased with the services provided and would like to upgrade from the current Esri, Enterprise Advantage Program to the Enterprise Licensing Agreement; and,

WHEREAS, Environmental Systems Research Institute, Inc., agrees to provide the software and support in the amount of \$250,000 for year one, \$275,000 for year two and \$300,000 for year three for a total not to exceed Agreement amount of \$825,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that an Agreement between Adams County and Environmental Systems Research Institute, Inc., in the not to exceed amount of \$825,000.00, to provide Geographic Information Systems software and professional services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Environmental Systems Research Institute, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> September 13, 2022
<b>SUBJECT:</b> IGA for Services Related to the Aerotropolis Regional Committee
<b>FROM:</b> Heidi Miller
<b>AGENCY/DEPARTMENT:</b> County Attorney
<b>HEARD AT STUDY SESSION ON:</b> Various discussions over the last year with BOCC and with Airport Coordinating Committee
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> Approve Intergovernmental Agreement

**BACKGROUND:** In 2016, Adams County entered into an Intergovernmental Agreement with Denver to create a joint marketing and planning committee to coordinate marketing efforts for the Aerotropolis region. The Aerotropolis Regional Committee (“ARC”) was created with members from Denver and from the Airport Coordinating Committee (“ACC”), which includes Adams County and some of the cities within Adams County. Denver and the Adams County (working with the ACC) have agreed to equally share expenses associated with the ARC and its work. The ARC selected a marketing vendor, Ogilvy, to study the region and make marketing recommendations. Phases 1 and 2 of Ogilvy’s work have already been complete. The ARC recommended that Ogilvy be retained to complete Phase 3 of the marketing campaign. The ACC unanimously approved moving forward with Phase 3 and members of the ACC have contributed their share of the expenses associated with the marketing contract to Adams County. The attached Intergovernmental Agreement between Denver and Adams County is the mechanism to allow Denver to pay its share of Phase 3 to Adams County, who will in turn contract with Ogilvy for the third and final phase of the marketing campaign.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community & Economic Development, County Attorney’s Office

**ATTACHED DOCUMENTS:**

Resolution Approving Intergovernmental Agreement  
Intergovernmental Agreement with Denver

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

This Agreement will ultimately result in a financial contribution from Denver for the marketing agreement. The marketing agreement will come forward for approval at a future date.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT FOR SERVICES  
RELATED TO THE AEROTROPOLIS REGIONAL COMMITTEE

Resolution No. 2022-

WHEREAS, Denver and Adams entered into an Intergovernmental Agreement for a New Airport dated April 21, 1988 (the “1988 IGA”); and,

WHEREAS, the 1988 IGA was amended by a First Amendment in 2015, which First Amendment stipulated to the creation of the Aerotropolis Regional Committee (“ARC”) to facilitate the Parties’ joint vision and strategy for regional coordinated development efforts; and,

WHEREAS, Denver and Adams County (working with the Airport Coordinating Committee, that includes some of the cities in Adams County) have agreed to share in the expenses associated with the work of the ARC; and,

WHEREAS, initial work by and for the ARC was paid for through contracts between Denver and the non-profit corporation Adams County Economic Development, Inc., including Phases 1 & 2 of a regional development plan comprising *inter alia* a competitive analysis, target audience analysis, market research, creative development, branding, and target refinement; and,

WHEREAS, Phase 3 of the ARC’s regional development plan will consist of the work to be performed by Ogilvy as set forth in the attached Scope of Work; and,

WHEREAS, the Airport Coordinating Committee voted unanimously to complete Phase 3 and the members of the Airport Coordinating Committee have already contributed their share of the expenses associated with Phase 3 to Adams County; and,

WHEREAS, the ARC, which, includes members from both Parties, will oversee Phase 3; and,

WHEREAS, Adams will contract with Ogilvy for the Phase 3 work and Denver has agreed to reimburse Adams County for Denver’s fifty percent share of Phase 3’s costs up to the amount of \$515,500; and,

WHEREAS, the attached Intergovernmental Agreement provides the mechanism to allow Denver to contribute its share of the expenses associated with Phase 3 to Adams County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the attached Intergovernmental Agreement for Services Related to the Aerotropolis Regional Committee is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to sign the Intergovernmental Agreement on behalf of Adams County.

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES RELATED TO  
THE AEROTROPOLIS REGIONAL COMMITTEE**

**This Intergovernmental Agreement for Services Related to the Aerotropolis Regional Committee (“Agreement”)** is made and entered into as of the date stated on the City and County of Denver’s signature page below (the **“Effective Date”**), by and between the **CITY AND COUNTY OF DENVER (“Denver”)**, and **ADAMS COUNTY (“Adams”)** (collectively **“the Parties”**).

**WHEREAS**, Denver and Adams entered into an Intergovernmental Agreement for a New Airport dated April 21, 1988 (the **“1988 IGA”**); and

**WHEREAS**, pursuant to the 1988 IGA, Denver built Denver International Airport, which is operated through Denver's Department of Aviation (**“DEN”**); and

**WHEREAS**, the 1988 IGA was amended by a First Amendment in 2015, which First Amendment stipulated to the creation of the **Aerotropolis Regional Committee (“ARC”)** to facilitate the Parties’ joint vision and strategy for regional coordinated development efforts; and

**WHEREAS**, initial work by and for the ARC was paid for through contracts between Denver and the non-profit corporation Adams County Economic Development, Inc., including Phases 1 & 2 of a regional development plan comprising *inter alia* a competitive analysis, target audience analysis, market research, creative development, branding, and target refinement; and

**WHEREAS**, Phase 3 of the ARC’s regional development plan will consist of the work described in the attached **Exhibit A**; and

**WHEREAS**, the ARC, which, includes members from both Parties, will oversee Phase 3; and

**WHEREAS**, Adams will contract with a consultant for the Phase 3 work (**“Consultant”**), and DEN and the Denver agency “Denver Economic Development & Opportunity” (**“DEDO”**) have agreed to reimburse Adams County for Denver’s fifty percent share of Phase 3’s costs up to the amount of \$515,500.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

**1. LINE OF AUTHORITY:**

The Chief Executive Officer of Denver International Airport (the **“CEO”**) is Denver’s representative responsible for authorizing and approving the work performed under this Agreement. The CEO will designate a **Project Manager** as the CEO’s authorized representative for administering, coordinating, and approving the work performed pursuant to this Agreement.

**2. SCOPE OF WORK:**

Adams will contract with a Consultant to perform the work generally set forth in the Scope of Work attached as Exhibit A (the “SOW”). Upon execution of the final contract for the SOW, it will be substituted for the attached Exhibit A without such substitution being deemed an amendment to this Agreement.

**3. RECORDKEEPING, OWNERSHIP, AND DELIVERABLES:**

Upon execution of this Agreement, all records, data, deliverables, and any other work product prepared by the Consultant shall be made equally available to all participants in the ARC. The ARC will direct Consultant and all participants in the ARC shall have the right to inspect any and all notes, documents, materials, and invoices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement.

**4. TERM AND TERMINATION:**

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2024, unless terminated earlier in accordance with the terms stated herein (the “**Expiration Date**”).

**B. Termination.** Either Party may terminate this Agreement at any time without cause upon written notice to the non-terminating party.

**5. COMPENSATION AND PAYMENT:**

**A. Compensation and Payment.** Through Denver, DEN and DEDO shall pay, and Adams shall accept as Denver’s sole and complete compensation for its fifty percent share of services rendered and costs incurred for Phase 3, the flat fee amount of Five Hundred Fifteen Thousand Five Hundred Dollars and No Cents (\$515,500.00) (the “**Flat Fee**”). Denver shall pay the Flat Fee to Adams within 30 days of the execution of this Agreement. In the event that Adams is unable to execute a final SOW, it will provide notice of such failure to Denver within a reasonable time of determining that it cannot enter into a final SOW, and will return any funds paid by Denver to Denver within 30 days of the notice.

**B. Maximum Liability.** Notwithstanding any other provision of this Agreement, Denver shall not be liable for payment under this Agreement for any amount in excess of the Flat Fee under the terms of this Agreement. No additional reimbursable expenses shall be allowed under this Agreement.

**C. Limited Obligation of City.** The obligations of Denver under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Adams acknowledges and understands Denver does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Denver. Denver is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is Denver under any obligation to amend this Agreement to include a payment obligation.

**6. COLORADO GOVERNMENT IMMUNITY ACT (“CGIA”):**

Notwithstanding any provision to the contrary, the Parties understand and agree that the Parties and their elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120 (“CGIA”), or otherwise available to the Parties and their elected and appointed officials, employees, agents and volunteers.

**7. LIABILITY:**

Each Party shall be responsible to and for its own employees and agents for, from, and against all liabilities, claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), subject to the provision of the above-named CGIA. This obligation shall survive the expiration or termination of this Agreement.

**8. GENERAL TERMS AND CONDITIONS:**

**A. Status of Consultant.** Parties agree that the Consultant shall be an independent contractor as described in the Denver Charter. It is not intended, nor shall it be construed, that the Consultant, nor their personnel, are employees or officers of Denver under D.R.M.C. Chapter 18 for any purpose.

**B. Assignment.** Adams shall not assign, pledge, or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt to assign or transfer rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights hereunder.

**C. Compliance with All Laws and Regulations.** Adams and its Consultant shall comply with all existing and future applicable federal, state, and local laws, rules, regulations, and codes.

**D. Notices.**

i. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Adams to: Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by Denver to: Heidi M. Miller, Esq., County Attorney  
County Attorney’s Office for Adams County, Colorado  
4430 S. Adams County Parkway, Suite C5000B  
Brighton, Colorado 80601



ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the CEO through the electronic or software system used at Denver's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed.

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at Denver's direction.

**E. Rights and Remedies Not Waived.** In no event shall any payment by Denver hereunder constitute or be construed to be a waiver by Denver of any breach of covenant or default which may then exist. Denver making any payment when any breach or default exists shall not impair or prejudice any right or remedy available to Denver with respect to such breach or default. Denver's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

**F. No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to Denver and Adams, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party, including the Consultant and members of the ARC. It is the express intention of the Parties that any person or entity other than Denver or Adams receiving benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

**G. Governing Law.** This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law.

**H. Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all Denver bond ordinances applicable to Denver's Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

**I. Venue.** Venue for any action arising hereunder shall be in Jefferson County, Colorado.

**J. Inurement.** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**K. Force Majeure.** The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**L. No Authority to Bind City to Contracts.** Adams and its Consultant have no authority to bind Denver on any contractual matters. Final approval of all contractual matters which obligate Denver must be by Denver as required by the Denver Charter and ordinances.

**M. Information Furnished by Denver.** Denver will furnish to Adams information concerning matters that may be necessary or useful in connection with the SOW under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Adams understands and acknowledges that the information provided by Denver to Adams may contain unintended inaccuracies. Adams shall be responsible for the verification of the information provided to Adams.

**N. Severability.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **9. STANDARD CITY PROVISIONS:**

**A. Diversity and Inclusion.** Denver encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Adams is encouraged with respect to goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

**B. Advertising and Public Disclosures.** Adams shall not include any reference to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Project Manager. Denver shall be permitted to review the content of any oral presentation or written materials related to Denver prior to any such presentation or release of materials, and Adams shall notify the Project Manager in advance of the date and time of any such presentations.

### **C. Colorado Open Records Act.**

i. If Denver is furnished with proprietary data or confidential information that may be owned or controlled by Adams (“**Adams’s Confidential Information**”), Denver will endeavor, to the extent provided by law, to comply with the requirements provided by Adams concerning the Adams’s Confidential Information. Adams’s Confidential Information may include information covered by Federal, state or local laws, including FERPA.

ii. Adams understands Denver is subject to the provisions of the Colorado

Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 *et seq.*, and Adams agrees that it will fully cooperate with Denver in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Adams asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Adams to Denver shall be considered confidential by Denver only to the extent provided in CORA, including any Federal, state or local laws that provide for the confidentiality of records, and Adams agrees that any disclosure of information by Denver consistent with the provisions of CORA shall result in no liability of Denver.

iii. In the event of a request to Denver for disclosure of such information, time and circumstances permitting, Denver will make a good faith effort to advise Adams of such request in order to give Adams the opportunity to object to the disclosure of any material Adams may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Adams objects to disclosure, Denver, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, Denver may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Adams agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Adams does not wish disclosed.

**D. Examination of Records and Audits.**

i. Any authorized agent of Denver, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at Denver’s election in paper or electronic form, any books, documents, papers, and records related to Adams and any transactions by Adams related to this Agreement. Adams shall cooperate with City representatives, and City representatives shall be granted access to such documents and information during reasonable business hours and until the latter of three (3) years after termination of this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Adams to make disclosures in violation of state or federal privacy laws. Adams agrees that it will maintain all records required to be kept for the period required by law or Adams’s duly promulgated records retention policy.

ii. In the event Denver receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration (“**FAA**”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers, and records of Adams which are directly pertinent to a specific grant program.

**E. Non-Exclusive.** This Agreement does not create an exclusive right for Adams or the Consultant to provide the services described herein for Denver or its agencies, which may at any time award other agreements to other contractors or consultants for the same or similar services to those described herein.

**10. SENSITIVE SECURITY INFORMATION:**

DEN does not anticipate providing access to Sensitive Security Information (“**SSI**”), as such material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520, to Adams County or the Consultant, but if it does, DEN will mark the material as required by federal law. Any recipients of such marked SSI are obligated to follow federal law regarding handling of SSI. To the extent that a recipient is unwilling or unable to comply with SSI handling requirements, it shall inform DEN of such circumstances and shall not in any way access the SSI. Adams understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

**11. FEDERAL RIGHTS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between Denver and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Denver for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System.

**13. DENVER EXECUTION OF AGREEMENT:**

**A. Denver Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of Denver and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

**B. Electronic Signatures and Electronic Records.** The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver and/or Adams in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES AND EXHIBIT FOLLOW]**

**Contract Control Number:** PLANE-202263250-00  
**Contractor Name:** ADAMS COUNTY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202263250-00  
ADAMS COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# **EXHIBIT A**

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Agreement"), effective as of \_\_\_\_\_, 2022 (hereinafter, the "Effective Date"), is entered into by and between **The Ogilvy Group, LLC**, with offices located at 1200 17th Street, 25<sup>th</sup> Floor Denver CO 80202 ("Agency"), and Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Client"). In consideration of the mutual agreements below, and intending to be legally bound, the parties agree as follows:

### **1. GENERAL**

Subject to the terms and conditions of this Agreement, Client may engage Agency from time to time to provide certain services ("Services") and corresponding deliverables ("Deliverables") to Client all as mutually agreed to and set forth in a written statement of work [substantially in the form of Exhibit A attached hereto] by and between Client and Agency (each, an "SOW"). The parties agree that each SOW may include, among other things (as mutually agreed to by Agency and Client), (i) a description of the Services to be performed and Deliverables to be provided, (ii) the design, development, functional, and operating parameters, criteria, specifications and other requirements for the performance of the Services and provision of the Deliverables, (iii) the schedule and milestone dates for the completion and furnishing of each Deliverable and Service, (iv) the amounts payable by Client to Agency, and (v) any additional information, terms and conditions the parties may mutually agree to include, which may include, without limitation, any specific requirements of the applicable territory in which the Services will be provided. Each SOW will be effective and incorporated into this Agreement when mutually agreed upon and duly executed by Agency and Client. Agency has the right, but not the obligation, to accept each SOW to perform Services for Client and Agency will have no obligation to commence and/or perform any Services until there is a mutually executed SOW in place between Client and Agency. If any terms and conditions expressly set forth in a SOW conflict with the terms of this Agreement, the terms in the SOW shall control. In the event Agency provides digital development Services then the terms set forth in Exhibit B attached hereto shall apply to such Services.

### **2. TERM OF AGREEMENT**

The term of this Agreement shall commence as of the Effective Date and shall continue for eighteen (18) months unless amended by the parties or earlier terminated by the parties in accordance with the terms hereof (the "Term").

### **3. RELATIONSHIP MANAGEMENT, COOPERATION, AND ACCEPTANCE**

(a) Relationship Management; Cooperation. For each SOW, Client and Agency shall each designate (and identify in the applicable SOW) a relationship manager(s) who, among other things, shall serve as the primary interface between the parties in connection with the Services and Deliverables to be provided pursuant to the SOW. Client acknowledges that the successful and timely rendering of the Services and Deliverables to be provided hereunder will require the good faith cooperation of Client. Accordingly (in addition to any of Client's responsibilities set forth in the applicable SOW), Client agrees to reasonably cooperate with Agency as necessary or appropriate and relevant to the Agency's performance as reasonably required by Agency; (ii) providing timely review and feedback of Deliverables; and (iii) furnishing Agency with adequate substantiation for all descriptions or representations in the Deliverables as Agency may reasonably request.

(b) Delivery and Acceptance. Except as otherwise provided in the applicable SOW, Client shall review all Deliverables provided and respond to Agency within ten business days of receipt thereof of its acceptance or rejection of the applicable Deliverables. In the case of a rejection of the Deliverables, Client shall provide Agency in writing all details related to the basis for rejection of such Deliverables, provided that any such rejection by Client must be solely based on whether or not Agency has materially conformed to the mutually agreed upon written specifications set forth in the SOW (a "Deficiency"). To the extent Client fails to respond within ten business days or otherwise publicly uses the Deliverables, such Deliverables shall be deemed accepted by Client. If a Deficiency is claimed by Client, and such Deficiency is not due to an act or omission of Client and/or a failure to cooperate with Agency in accordance with the terms of this Agreement (and/or the applicable SOW), Agency shall, within a mutually agreed upon time frame, revise the applicable Deliverable at Agency's own expense, redeliver the applicable Deliverable and the acceptance procedure

**DRAFT: NOT FOR SIGNATURE**

## **EXHIBIT A**

described herein will be followed again. If, following resubmission by Agency of the applicable Deliverable, Client rejects such Deliverable again and claims a Deficiency, the parties may agree to extend the cure period or either party may terminate the applicable portion of the SOW. If either party chooses to terminate a portion of the SOW, Agency shall, as Client's sole and exclusive remedy, refund any pre-paid fees for Services not yet rendered by Agency as of the date of any such termination.

(c) Client Vendors. Client shall have the right to designate third party vendors ("Client Vendors") to perform services, provide deliverables and/or collaborate with Agency in connection with the Agency's performance of the Services and provision of the Deliverables. Agency shall use reasonable efforts to coordinate and cooperate with any and all Client Vendors to efficiently incorporate the services or deliverables provided by such Client Vendors, provided, however, that Agency shall not be responsible for or subject to any liability to Client (and/or any third party) for the services or deliverables provided by, or any acts or omissions of, any Client Vendor, including any delays to the extent directly or indirectly caused by any Client Vendor.

#### **4. CHANGE CONTROL**

Client and Agency recognize that during the course of an applicable SOW, modifications, amendments, supplements or revisions may be requested and/or otherwise necessary, which deviate from previously approved commitments, terms and conditions set forth in the applicable SOW. Such changes may be made only by mutual agreement of Agency and Client and any and all changes must be fully documented, detailing their impact on the applicable SOW including, without limitation, with respect to timing, pricing, scope of Services and Deliverables and any other terms and conditions. Any such change which is mutually agreed upon and duly executed by Agency and Client shall become an amendment to such SOW and incorporated therein. Failing such agreement, the applicable SOW and each of Client's and Agency's respective rights and obligations in connection therewith shall remain unmodified.

#### **5. FEES, EXPENSES AND PAYMENT TERMS**

(a) Fees, Invoicing and Payment. Client and Agency shall agree in the applicable SOW on the fees, charges and compensation to be paid by Client to Agency pursuant to such SOW, including, without limitation, any monthly or annual retainer fees, or project related fees, as applicable (collectively, "Fees"). Agency shall invoice Client for all such Fees in accordance with the payment and/or invoicing schedule set forth in the applicable SOW. Client shall pay all invoices within thirty (30) days of the date of the invoice from Agency.

(b) Expenses. Client agrees to reimburse Agency (within thirty (30) days of the date of the applicable invoice from Agency) for all reasonable travel and out-of-pocket expenses incurred by Agency in connection with the performance of the Services. Notwithstanding the foregoing, Client expressly agrees that for all third-party production, media, or other expenses incurred by Agency when purchasing goods and services on behalf of Client, Client shall pay Agency in advance of Agency making such purchases as mutually agreed by the parties in the applicable SOW and/or any other estimate or purchase order executed by Client and Agency.

(c) Disputes. Client may dispute in good faith any charges in a timely manner (not to exceed sixty (60) days from the date of the invoice) setting forth the reasons (in reasonable detail) for the dispute in writing to Agency. Client shall continue to pay all portions of invoices that are not disputed in a timely manner in accordance with the payment terms herein, and the parties shall use good faith efforts to promptly resolve any disputes. Acceptance of partial payment by Agency does not constitute a waiver by Agency of its right to collect all amounts due in full. To the extent that Client does not dispute a payment, and such payment is more than ninety (90) days past due, Agency may suspend Services in its entirety until such payments are made in full.

(d) Currency and Late Payment. All payments for Services to be made hereunder shall be in U.S. Dollars. In the event payments are not received by Agency within thirty (30) days after becoming due, Agency may ( suspend performance for all Services until payment has been made in full.

(e) Taxes. Client shall be liable to pay all sales, use, VAT or other similar taxes applicable to all the goods and/or Services purchased pursuant to this Agreement, except for taxes on Agency's own net income and payroll taxes. In the event that any sums due to Agency are subject to withholding or other similar



## EXHIBIT A

taxes, Client agrees that such sums shall be increased so that the net amount actually received by Agency is equal to the amount which it would have received had such withholding not been due. Notwithstanding the foregoing, if it is agreed between Client and Agency that sales, use, VAT or other similar taxes are not chargeable on or shall not be levied on particular invoices, then Client agrees to be responsible for all liabilities arising from failure to accurately account for such taxes and pay such amounts and any corresponding interest, charges or penalties as may subsequently become due.

(d) Agent - Sequential Liability. When purchasing goods and services (including, without limitation, in connection with the procurement of Third Party Materials (as such term is defined herein) from third party suppliers that Client has pre-approved via a purchase order or other estimate from Agency, Agency shall have the right, but not the obligation, to act as agent for disclosed principal (Client) except where local law or custom prohibits this arrangement, in which case, Agency shall have the right, but not the obligation, to act as principal. Without limiting the foregoing, sequential liability shall apply to all goods and services purchased by Agency hereunder so that Agency shall not be responsible for such purchases unless and until Client has paid Agency in full and the funds have been cleared by Agency for such purchases. Until such time, Client shall remain solely responsible for such purchases. Agency has the right to confirm with third party suppliers that they expressly agree to payment in accordance with the foregoing terms. Agency's arrangements with third party suppliers made on Client's behalf shall be in accordance with rate cards or other standard or individual conditions and contracts which shall be binding on Client. Agency shall endeavor to guard against any loss to Client as the result of the failure of any third-party suppliers to properly execute their commitments, provided, however, that Agency shall not be responsible for or subject to any liability to Client (and/or any third party) for the services or deliverables provided by, or any acts or omissions of, any such third-party supplier (including, without limitation, any Client Vendor), including any delays to the extent directly or indirectly caused by same.

### **6. PROPRIETARY RIGHTS**

(a) Work for Hire. Except as set forth in Sections 6(b) through Section 6(c) and Section 7 below, and/or as otherwise mutually agreed to in writing (including, without limitation, in the applicable SOW), and subject to payment in full of all applicable sums, all Deliverables commissioned by Client under an applicable SOW shall be considered a "work made for hire" as that term is defined in the Copyright Revision Act of 1976, 17 U.S.C. §101 et seq and the copyright therein shall be owned by Client, worldwide, for all purposes. To the extent that any Deliverables are not owned by Client as a work-for-hire or otherwise, Agency hereby irrevocably assigns to Client all of its rights, title and interest in and to all such Deliverables and shall cause its employees to irrevocably assign to Client any rights, title and interest that they may have in and to all such Deliverables. At Client's request and expense, Agency shall take such acts reasonably requested by Client to assist Client in obtaining and perfecting legal ownership of and protection for the Deliverables including, but not limited to, assignments, as may be necessary to enable Client to publish or protect the Deliverables by copyright or otherwise in any and all countries and to vest title to said Deliverables in Client, or its nominees, their successors or assigns. Notwithstanding the foregoing, if Client fails to pay any undisputed invoices, then all rights in and to the specific Deliverables not paid for by Client, are hereby granted to Client as a revocable license which will be converted to a full assignment of all rights upon payment of the outstanding amounts due Agency.

(b) Agency Property and Unproduced Deliverables. Notwithstanding anything set forth herein to the contrary, Client acknowledges and agrees that all materials, methodologies, information, businesses processes, tools, data and/or intellectual property in existence prior to this Agreement (and/or created outside the scope of this Agreement) and all code or portions thereof developed or provided by Agency hereunder (collectively, "Agency Property"), shall remain the sole and exclusive property of Agency. Unless otherwise set forth in the applicable SOW, to the extent any such Agency Property is integrated into the Deliverables, Agency hereby grants a fully paid-up, perpetual, non-exclusive, non-transferable license to Client to use (without modification) the applicable Agency Property solely in connection with the Deliverables and for the benefit of Client. Agency shall own all modifications, improvements or enhancements to the Agency Property and Client may not reverse engineer, decompile, modify, create derivative works, or otherwise exploit Agency Property alone or apart from the Deliverables commissioned by Client. Further, any Deliverables (except for any Client Materials (as defined below) therein) (i) prepared or proposed by Agency, but not produced published and/or broadcast within the term of the applicable SOW, and/or (ii) prepared or proposed by Agency and rejected by Client, shall remain the property of Agency (the "Unproduced Deliverables"). Agency shall have the right to use the

## **EXHIBIT A**

Unproduced Deliverables without limitation; provided, however, that, such uses shall not involve the release of any of Client's Confidential Information (as defined below).

(c) Client Materials. Client hereby grants to Agency the right and license to use the content, data, information and/or other materials as may be provided by Client to Agency hereunder (including, without limitation, any third-party materials), together with any associated service marks, trademarks, logos, names, and distinctive identification (collectively, "Client Materials"), in connection with the development and creation of the Deliverables and performance of the Services. For clarification purposes, Client retains all right, title and interest in and to the Client Materials and except for the rights and licenses granted to Agency pursuant to this Agreement, nothing shall be construed to restrict Client's rights or interests therein. Client shall be solely responsible (at its sole cost and expense) for procuring any and all rights necessary to use the Client Materials in accordance with the terms set forth here.

### **7. THIRD PARTY MATERIALS, TALENT AND UNION CONTRACTS**

(a) Third Party Materials. Notwithstanding anything set forth herein to the contrary, Client acknowledges and agrees that all materials, rights, and intellectual property owned and/or controlled by third parties (e.g., third party owned and/or controlled audio-visual materials, photography, artwork, props, software or code (including, without limitation, open source software)) (collectively, "Third Party Materials") shall remain the sole and exclusive property of such third parties. Unless otherwise set forth in the applicable SOW or otherwise mutually agreed to by the parties in writing (and subject to any disclosed restrictions or limitations), to the extent Agency incorporates any such Third Party Materials into the Deliverables, Agency shall obtain (at Client's sole cost and expense) with respect to such Third Party Materials, all rights necessary for Client to use same as part of the Deliverables in accordance with the specific use and clearance parameters mutually agreed to by the parties in the applicable SOW. Client agrees to use any Third Party Materials consistent with the restrictions, limitations, obligations and disclaimers for such Third Party Materials as communicated to Client, including, without limitation, any and all usage, clearance and other licensing parameters, and Client acknowledges and agrees that Third Party Materials (and/or corresponding Deliverables) used, published or distributed otherwise may violate one or more applicable laws, rules or regulations or third-party rights, and that Client shall bear the sole risk and have the sole responsibility for all such violations. Further, with respect to any such Third Party Materials, Client shall receive under the applicable third party license only such rights and warranties as are offered by such third party licensor who shall be solely responsible to Client for such Third Party Materials.

(b) Talent and Union Contracts. Agency's agreements with SAG/AFTRA and/or other similar organizations provide that Agency be ultimately liable to performers for payments that may become due because of use of certain Deliverables by Client or any party to whom Client provides any such Deliverables to the extent such Deliverables fall under the applicable union codes. Client acknowledges that Client is responsible to reimburse Agency for all payments, taxes and liabilities to such organizations that arise hereunder.

### **8. CONFIDENTIAL INFORMATION**

Each party shall take reasonable steps to protect proprietary and confidential information and materials which, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential ("Confidential Information") provided by the other party or its representatives from improper disclosure and shall only use and disclose such Confidential Information of the other party to perform the Services and/or fulfill its obligations under this Agreement. Confidential Information shall not include (i) information previously known to receiving party or materials to which the receiving party had access prior to the provision of such information or materials by the disclosing party; (ii) information or materials that are now or later become available in the public domain; (iii) information or materials provided to the receiving party by a third party not bound by a duty of confidentiality to disclosing party; or (iv) information independently developed by the receiving party without breach of this Agreement. Unless prohibited by law, receiving party shall inform disclosing party of all inquiries into or requests for the disclosing party's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so and after notice to disclosing party, or when so permitted or instructed by the disclosing party (if practicable). Further, Client acknowledges that the rates and other terms negotiated by Agency with vendors performing hereunder may be protected by Agency as trade secrets and may not be generally known by the public or Agency's competitors. Accordingly, disclosure of same shall be in Agency's

## EXHIBIT A

sole discretion and, if disclosed, shall be treated as Agency's Confidential Information hereunder. Notwithstanding anything herein to the contrary, the receiving party may retain in their possession copies of disclosing party's Confidential Information in accordance with policies and procedures of the receiving party in order to comply with law, regulation and/or archival purposes; provided, however, that any Confidential Information so retained will continue to be Confidential Information pursuant to the terms of this Agreement and the receiving party will continue to be bound by the terms of this Agreement. The parties understand that Client is a governmental entity subject to the provisions of the Colorado Open Records Act ("CORA"). In the event of a conflict between the terms of this Agreement and CORA, Client shall follow the terms of CORA.

### **9. FINANCIAL AUDIT**

(a) Agency agrees that, during the Term of this Agreement, Client's Auditor (as defined below) may, at its sole cost and expense, upon 60 days' advance written notice to Agency, and not more than once per year, conduct an audit of Agency's financial records for the prior 12 month period solely relating directly to Fees paid by Client under this Agreement, using a third party auditor from a "Big 4" accounting firm (i.e., Deloitte, KPMG, Ernst & Young, or PWC) ("Auditor"), provided such Auditor is not compensated on a contingency basis or providing cost consulting services to Client. Client acknowledges and agrees that no audit shall take longer than five days and the audit shall not include: individual payroll and personnel files; any information relating to Agency's other clients or Clients; any of Agency's overhead costs or related information; fixed pricing arrangements; non-disclosed media sales; any information subject to restrictions in contracts with third parties; access to Agency's IT infrastructure, servers and systems; any other internal Agency costs or non-billable expenses; any information relating to agreements entered into by Agency as principal; and/or any information that is subject to legal restrictions. Client acknowledges that no record will be available for audit until 90 days after the close of the calendar quarter during which such record was created, and that no audit or portion thereof shall occur during the month of December. Agency, at its discretion, may receive, submit and/ or retain documentation in an electronic/ digital format. Any such audit shall take place in Agency's primary office. Each audit shall be conducted during Agency's regular business hours and in such a manner as to not unduly interfere with Agency's operations. The Auditor shall execute an Agency-provided confidentiality agreement prior to conducting the examination. The scope of the audit shall be reviewed for appropriateness and subject to Agency's agreement prior to the commencement of the audit. Agency shall be permitted to review and comment upon a draft audit report prior to the report being presented to the Client.

(b) If applicable law requires, an authorized agent of Denver, including the City Auditor or his or her representative, will examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Agency's performance pursuant to this Agreement. If applicable, Adams County and Agency agree to cooperate, with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours during the Term and further if applicable law expressly permits. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

### **10. REPRESENTATIONS AND WARRANTIES; COMPLIANCE WITH LAWS; DISCLAIMERS**

(a) Representations and Warranties. Each party represents and warrants that (i) it is financially capable of fulfilling all requirements of this Agreement, (ii) it is a validly organized entity that has the authority to enter into this Agreement, (iii) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement, and (iv) it shall comply with all laws, rules and regulations applicable to the nature and conduct of its business and its obligations under this Agreement.

(b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, DELIVERABLES OR OTHER PRODUCTS TO BE PROVIDED HEREUNDER, AND THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AGENCY DOES NOT WARRANT, AND ASSUMES NO LIABILITY FOR, (I) THIRD PARTY MATERIALS (INCLUDING, WITHOUT LIMITATION, ANY OPEN SOURCE SOFTWARE), (II) CLIENT MATERIALS, NOR (III) ANY SERVICES AND/OR DELIVERABLES TO THE EXTENT ANY NON-CONFORMANCE OR DAMAGES ARE CAUSED BY: (X) CLIENT'S MISUSE OR MODIFICATION OF THE SERVICES OR DELIVERABLES AND/OR CLIENT'S FAILURE TO USE CORRECTIONS OR ENHANCEMENTS MADE AVAILABLE; (Y) CLIENT'S USE OF THE SERVICES OR DELIVERABLES IN COMBINATION WITH ANY PRODUCT OR INFORMATION NOT OWNED OR DEVELOPED BY

## EXHIBIT A

AGENCY; OR (Z) INFORMATION, DIRECTION, SPECIFICATION OR MATERIALS PROVIDED BY CLIENT, OR ANY THIRD PARTY.

(c) User Generated Content and Materials in the Public Domain. CLIENT ACKNOWLEDGES THAT AGENCY HAS NO CONTROL OVER INFORMATION AND MATERIALS ONCE THEY HAVE BEEN PUBLISHED, RELEASED OR POSTED IN THE PUBLIC DOMAIN AS REQUESTED OR APPROVED BY CLIENT, INCLUDING, WITHOUT LIMITATION, VIA SEEDING MATERIALS ON SOCIAL NETWORKING AND VIDEO SHARING WEBSITES OR APPLICATIONS. AS SUCH, AGENCY SHALL NOT BE RESPONSIBLE FOR ENSURING THE ACCURACY OF WHAT ANY THIRD PARTY PUBLISHES OR ANY OTHER RESULTING THIRD PARTY ACTIONS, NOR SHALL AGENCY BE RESPONSIBLE FOR ANY USER GENERATED CONTENT UNDER ANY CIRCUMSTANCE WHETHER OR NOT PROCURED BY AGENCY ON BEHALF OF CLIENT.

### **11. INDEMNITY OBLIGATIONS AND PROCEDURES; LIMITATION OF LIABILITY**

(a) By Agency. Agency agrees to indemnify, defend and hold Client harmless, at its own cost and expense, from and against any and all liabilities, losses, damages, injuries, costs and expenses, including reasonable attorneys' fees and costs, judgments and any amounts paid in any settlement ("Losses") incurred as a result of or in connection with any third party claim or action arising out of or relating to: (i) any actual breach of any of Agency's representations and warranties set forth in Section 11(a), (ii) the gross negligence or willful misconduct of Agency in performing its respective obligations in connection with this Agreement, except to the extent that such Losses are subject to indemnification by Client as set forth in Section 12(c) below, and (iii) Agency's indemnification obligations under Section 12(a). Agency shall solely conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (y) no settlement or compromise shall be entered into or agreed to without Client's prior written approval and (z) Client has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

(b) Procedure.

(i) Agency's duty to defend and indemnify Client shall arise at the time written notice of the Claim is first provided to Client regardless of whether claimant has filed suit on the Claim. Agency's duty to defend and indemnify Client shall arise even if Client is the only party sued by claimant and/or claimant alleges that Client's negligence or willful misconduct was the sole cause of claimant's damages.

(ii) Agency shall defend any and all Claims which may be brought or threatened against Client and shall pay on behalf of Client any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of Client will be in addition to any other legal remedies available to Client and will not be Client's exclusive remedy.

(iii) Insurance coverage requirements specified in the Agreement, as amended, in no way lessen or limit the liability of Agency under the terms of this indemnification obligation. Agency is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the Client's protection.

(iv) This defense and indemnification obligation shall survive the expiration or termination of this Agreement, as amended.

(c) Limitation of Liability. THE PARTIES ACKNOWLEDGE AND AGREE THAT: (I) NEITHER CLIENT NOR AGENCY, NOR ANY OF THEIR RESPECTIVE PARENTS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSEES AND/OR AGENTS SHALL BE HELD LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OR DAMAGE TO REPUTATION AND/OR GOODWILL, AND LOSS AND CORRUPTION OF DATA, ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) AGENCY'S TOTAL, AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE TO AGENCY PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE CLAIM AROSE. Each party shall use

## EXHIBIT A

reasonable efforts to mitigate its damages or losses under this Agreement subject to the limitations set forth herein.

### **12. TERM AND TERMINATION**

(a) Termination for Material Breach. If there is any material breach of this Agreement or any SOW by one party, the other party may (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) terminate this Agreement and/or any and all SOWs, in whole or in part, if the breaching party fails to cure any such material breach within 30 days after receipt of notice of such breach.

(b) Termination for Convenience. Either party may terminate this Agreement and/or any SOW hereunder, in whole or in part for any reason or without any particular reason and for convenience, at any time without obligation or liability of any kind, upon at least 90 days' notice to the other party.

(c) Termination for Insolvency. Either party may immediately terminate this Agreement in the event the other party (i) admits in writing its inability to pay its debts as they become due, fails to satisfy any judgment against it, or otherwise ceases operations of its business in the ordinary course, (ii) is adjudicated bankrupt or becomes insolvent, (iii) winds up or liquidates its business voluntarily or otherwise, (iv) applies for, consents to or suffers the appointment of, or the taking of possession of by, a receiver, custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, (v) makes a general assignment for the benefit of creditors, (vi) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (vii) files a petition seeking to take advantage of any other law providing for the relief of debtors, (viii) acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws and/or (ix) takes any action for the purpose of effecting any of the foregoing.

(d) Termination for Non-appropriations. This Agreement shall not constitute a multi-year fiscal obligation. This Agreement is subject to annual appropriation by Client. In the event Client fails to appropriate sufficient funds for this Agreement in any given fiscal year, Client may terminate this Agreement upon 30 days notice.

(e) Effect of Termination or Expiration. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement for any reason, this Agreement shall remain in full force and effect with respect to any outstanding SOW(s), until completion or earlier termination of such SOW(s) in accordance with the terms and conditions hereof. Further, termination of a Statement of Work pursuant to this Agreement shall not cause any other Statement of Work or this Agreement to terminate unless such notice of termination expressly states otherwise. Notwithstanding anything set forth herein to the contrary, in the event Client terminates an applicable SOW and/or this Agreement for any reason, Client shall remain obligated for any and all (i) Fees payable to Client up to the effective date of such termination, any prior-approved expenses and any reasonable wind down fees, (ii) charges for services rendered by Agency and for expenditures incurred by Agency, pursuant to this Agreement (and/or the applicable SOW(s)), and (iii) reservations, contracts and other arrangements previously authorized by Client in connection with this Agreement (and/or the applicable SOW(s)) (including, without limitation, as applicable, any and all media contracts and/or other supplier and vendor commitments that Agency is unable to cancel), as well as any cancellation penalties imposed by any third party resulting from Agency's adherence to Client's instructions. All reservations, contracts and other arrangements entered into on behalf of Client, including without limitation any such arrangements for advertising space and time or others goods or facilities, that are still in effect as of the effective date of termination of this Agreement, shall, upon the approval of all third parties in interest and subject to applicable confidentiality requirements, be assigned to Client or its representative, and Agency shall be released from the duties, obligations, and liabilities thereof. Client agrees to pay all charges associated with such assignment, and Agency agrees to render such assistance as reasonably may be requested to affect such assignment. Any such contracts with third parties authorized by Client and still existing at the termination of the applicable SOW (and/or this Agreement) that cannot be assigned to Client or cancelled, shall be carried to completion by Agency at Client's expense in accordance with the provisions of this Agreement unless mutually agreed in writing to the contrary. Further, any contract Agency has entered into with talent to perform in Client's advertising shall be assigned to Client and Client shall assume all of the rights and obligations under the contract and Agency shall be relieved of any further responsibility or liability. Without limiting the foregoing, to the extent applicable, Client agrees that it shall execute (or have executed by another agency) any standard form of union assumption agreement required to effectuate the purposes of this paragraph.

## EXHIBIT A

### 13. NOTICE

Any notice required to be made or given pursuant to this Agreement shall be in writing, and sent by hand messenger, courier, registered or certified mail, email, or recognized overnight delivery service, and shall be deemed to have been made or given on the date received, to or at the following addresses and email addresses, as applicable:

#### **If to Agency:**

The Ogilvy Group, LLC  
1200 17th Street, 25<sup>th</sup> Floor  
Denver CO 80202  
Attn: Vincent DiPietro  
Email: [Vincent.dipietro@ogilvy.com](mailto:Vincent.dipietro@ogilvy.com)

#### **If to Client:**

Aurora Economic Development Council  
12510 E. Iliff Ave., Suite 115 Aurora, CO 80014  
Attn: Wendy Mitchell  
Email: [mitchell@auroraedc.com](mailto:mitchell@auroraedc.com)

#### **With a copy to:**

WPP Group USA, Inc.  
3 World Trade Center, 31st floor  
175 Greenwich St.  
New York City, NY 10007  
Attn: Legal Department

Notwithstanding the foregoing, it is expressly understood that the Agency may obtain approvals and provide other day-to-day communications and notices (excluding legal notices of termination or breach) that are required to be in writing hereunder by means of email to the Client.

### 14. NON-SOLICITATION

Client acknowledges that Agency's employees are a valuable asset of Agency's. Accordingly, Client agrees that during the Term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of Agency's employees who are involved in the performance of this Agreement; provided that Client shall not be in breach of this Section 14 to the extent that an employee responds to a general advertisement or other job posting without solicitation.

### 15. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Client's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, malicious acts of third parties against either party's information technology systems or infrastructure or any other cause beyond the reasonable control of such party.

### 16. GENERAL PROVISIONS

(a) Governing Law; Dispute Resolution and Venue. This Agreement and all issues related thereto shall be governed by and construed in accordance with the laws of Colorado, pertaining to contracts made and to be performed entirely therein, without regard to choice of law or conflict of law principles. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the disputing party's notice, the executives or any persons authorized to resolve the dispute of both parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to amicably resolve the dispute in good faith. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this Section 17(a) are confidential. If the parties continue to be unable to resolve the dispute within thirty (30) business days from the first meeting, either party may initiate litigation proceeding. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, such suit or proceeding shall be brought in

## EXHIBIT A

Adams County, Colorado, or the Federal Court for the District of Colorado, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

(b) No Waiver. A waiver of a party's breach of any provision of this Agreement shall not operate as or be deemed to be a waiver of that party's prior, concurrent or subsequent breach of that or any other provision of this Agreement.

(c) Publicity. Neither party may, without the other party's consent, use such party's name, logo or issue any press release or other publicity, provided, however, that Agency may list Client in their roster of clients and may use Deliverables once publicly available in award show submissions and for other self-promotional purposes without consent.

(d) Severability. If one or more provisions of this Agreement shall be found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected in any way thereby.

(e) Assignment. This Agreement, and the rights, duties, obligations and liabilities herein, shall be binding upon and inure to the benefit of the parties' successors and assigns. Neither party may assign this Agreement or any of its rights, duties, obligations or liabilities hereunder without the prior written consent of the other party except pursuant to a merger, acquisition, corporate reorganization, and/or sale of all or substantially all of its assets.

(f) Relationship. Except as set forth otherwise in the Agreement, it is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be, an agent, distributor, or representative of the other. The employees of one party will not be deemed to be employees of the other party.

(g) Construction. In resolving any dispute in connection with this Agreement or construing any provision herein, no presumptions shall be made or inferences drawn because of the drafting history of this Agreement, because of the inclusion or a provision in this Agreement not contained in a prior draft or version hereof, or because of the deletion of a provision from this Agreement contained in a prior draft or version hereof.

(h) Survival. Survival. Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive, shall survive the cancellation, expiration or termination of this Agreement.

(i) Entire Agreement; Amendment. This Agreement constitutes the exclusive, complete and final agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, arrangements and other communications and understandings between the parties, whether oral or written, with respect to such subject matter. This Agreement shall not be amended, modified, or waived in any way, in whole or in part, except in a writing signed by both parties or their respective authorized representatives.

(j) .

(k) Advertising and Public Disclosure. Agency shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Agency's advertising or public relations materials without first obtaining written approval of the Client.

### **(l) Security Breaches and Personal Information**

- a. Client will not provide or otherwise allow Agency to obtain personal identifying information, as that term is defined in C.R.S. 24-73-101, from the County during the course of this Agreement.

(m)

## EXHIBIT A

### 17. INSURANCE

(a) General Conditions. Agency agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Agency shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to Client in the event any of the above-described policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to: Aurora Economic Development Council 12510 E. Iliff Ave., Suite 115 Aurora, CO 80014. Such notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Agency shall provide written notice of cancellation, non-renewal and any reduction in coverage to the addresses herein above provided by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the Agreement. Agency shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Agency. Agency shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) Proof of Insurance. Agency shall provide a copy of this Agreement to its insurance agent or broker. Agency may not commence service or work relating to the Agreement prior to placement of coverages required under this Agreement. Agency shall provide Client a copy of a certificate of insurance, preferably an ACORD certificate, demonstrating that Agency complies with all insurance requirements of this Agreement prior to commencing service or work relating to the Agreement. Client may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds. For Commercial General Liability, Auto Liability, Professional Liability, and Excess Liability/Umbrella (if required), Agency's insurer shall include Client as an additional insured.

(d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability – if required, Agency's insurer shall waive subrogation rights against Client.

(e) Workers' Compensation/Employer's Liability Insurance. Agency shall maintain the worker's compensation coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(f) Commercial General Liability. Agency shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(g) Business Automobile Liability. Agency shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

(h) Additional Provisions

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured v. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the Client.



**EXHIBIT A**

- (ii) For claims-made coverage:
  - (a) The retroactive date must be on or before the date of this Agreement or the first date when any goods or services were provided pursuant to this Agreement, whichever is earlier.
  - (b) Agency shall advise Client in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Agency will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the Effective Date.

**The Ogilvy Group, LLC**

**Adams County, Colorado**

**By:** \_\_\_\_\_  
  [Signature]

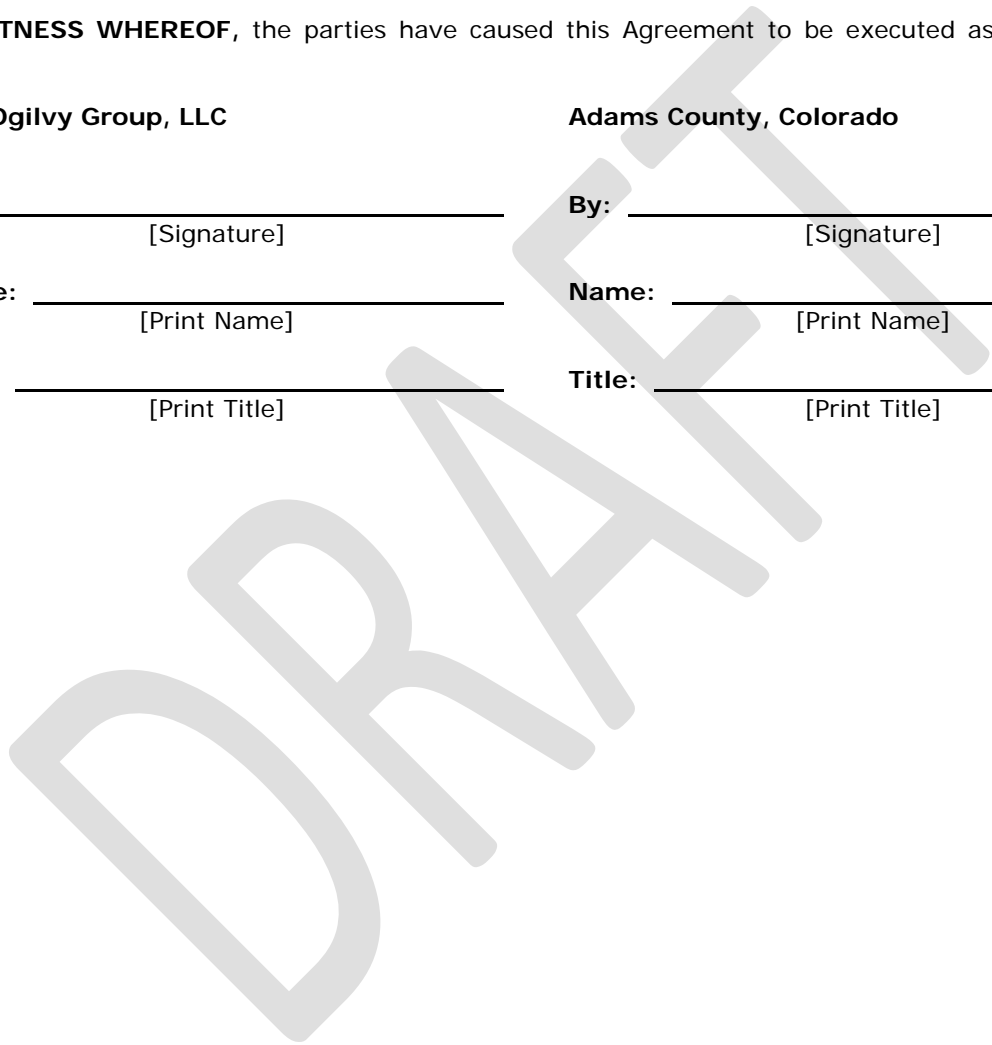
**By:** \_\_\_\_\_  
  [Signature]

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  [Print Name]

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  [Print Title]



DRAFT

Aurora Economic  
Development Council +  
Ogilvy  
Aerotropolis Phase III

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EXHIBIT A – FORM OF STATEMENT OF WORK  
NO. 1 | MONTH 2.11.22



## 1. Reference to Master Services Agreement

This STATEMENT OF WORK ("SOW") is made effective on 2/11/22 ("Effective Date"), by and between Ogilvy Group LLC ("Ogilvy"), and Aurora Economic Development Council ("Client"). All the terms, conditions, specifications, and other provisions of any nature contained within the Master Services Agreement, by and between Consultant and Client, dated on or about 2/11/2022 ("Master Agreement"), are expressly understood and agreed to be material terms of this SOW as though fully set forth herein and are hereby incorporated by reference. In the event of any conflict between the terms of this SOW set forth below and the Master Services Agreement, the terms of the Master Services Agreement will control unless the specific provision of the Master Agreement is identified as superseded.

## 2. Engagement Details

The following are engagement details:

### ENGAGEMENT NAME

Aerotropolis Phase III

### PROJECT CONTACT(S)

Ogilvy Project Lead	Client Project Lead
<b>Dawn-Marie Kerper</b> Executive Consultant dawn-marie.kerper@ogilvy.com	<b>Ryan Nalty</b> Deputy Director, Community and Economic Development Department Adams County, Colorado

### **3. Engagement Approach**

#### **ENGAGEMENT OVERVIEW**

The third phase of the project will focus on the launch and optimization of outreach efforts in order to drive awareness and generate leads amongst our targeted industry spheres and audiences.

Ogilvy estimates 12 months to complete the scope of work. The timeline outlined in this document is an estimate and may shift based on scheduling needs as agreed upon by Aurora EDC and Ogilvy.

### **4. Description of Services and Deliverables**

The following Services and Deliverables will be performed.

1. Account and Project Management for 12 months.
2. Development of an updated go-to-market (GTM) plan, and execution of that plan.\*
3. Content creation and key anchor assets
4. Web platform development

Note: The Phase II GTM recommendations included an account-based marketing approach, search intent research, and search engine marketing. However, given the Committee's expressed interest in updating this approach to meet new market dynamics, Ogilvy will work with the Committee to develop an updated approach, and an updated detailed scope and a zero dollar change order will be issued at that time.

### **5. Engagement Team**

The Ogilvy team for this engagement will include functions of Account Management, Project Management, Creative Direction, Copywriting, Design, Marketing Strategy, Performance Marketing Strategy, Experience Design, Content Strategy, Data Strategy, Engagement Management, Business Analysis, Technical Management, Technical Development, ABM Strategy and Management, and Search Media Planning and Buying.

## 6. Team Agreements

The following are assumed agreements associated with partnering, ownership, and communications between Ogilvy and Aurora Economic Development Council.

### Ogilvy Agreements

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Status	Ogilvy will be responsible for creating and maintaining an accurate project status report and conducting status meetings with Client for the duration of each deliverable.
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Reviews and Revisions	All deliverables noted herein assume up to 2 rounds of review and revisions as well as timely receipt of contingent assets, input, etc. Additional rounds beyond the outlined may result in a Change Order for additional fee.
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Deliverables and Change Order	Ogilvy's Project Management lead will hold responsibility for clarity on activities and deliverables and ensure that project documentation (SOW) matches actual project work. All agreements to change scope, timeline or budget will be documented in a change order and signed off on by both parties before work on the items in question will proceed. Ogilvy's Engagement Lead will determine if the change will require any change to fee.
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### AEDC Agreements

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Deliverable Review Time	AEDC will have a period of 2 business days to review received deliverables and provide consolidated feedback, unless stated otherwise in the deliverable sections. The exception to this agreement is that AEDC will be expected to provide feedback in real time during the design sprints with regards to design review and approval. Any requests from AEDC for longer turn-around times or inability of AEDC to adhere to agreed upon timelines will result in a change to scope and be evaluated for effect on timing and budget estimates.
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Consolidated Feedback	AEDC will identify one global person to consolidate team feedback. They will partner with Ogilvy on a decision-making process, including how to consolidate feedback and handle tie-breakers.
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Project Stakeholders	Client to define a list of project stakeholders, their responsibilities, prior to project start. Each stakeholder will commit to reviewing project deliverables and responding with comments in a timely manner and no later than the end of the review cycle (these are generally 48 hours in duration)
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Scheduling	Any missed deadlines that are the result of changing market conditions, organizational changes, or client change in direction may result in a Change Order for additional fee. Significant changes in scope or schedule will be documented and may result in additional resources/services.
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Stakeholder Alignment	Client owns aligning internal teams to the project progress and receiving any needed feedback or approvals. Feedback and approval timing must fit into the agreed schedule.
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**Additional Team Agreements**

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Out of Scope	Any additional activities or deliverables not referenced in this SOW are out of scope. Additional activities or review rounds will result in a change order.
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Assumptions and Scope	Throughout this document, there are listed assumptions that that are critical to the timely, and on-budget delivery of Ogilvy services. If these assumptions change during the engagement or if other currently unforeseen events change, Ogilvy will bring the change and impact to the attention of [Client] stakeholders to discuss potential risks, as well as budget and/or timeline implications.
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## 7. Engagement Fees and Payment Terms

Ogilvy and Client shall follow the following fee and term guidelines:

### SOW TERM

The term for this SOW shall begin as of the SOW Effective Date and shall continue through the date when all phases provided in this SOW are completed. Any required extended engagement past 2/11/2023 may result in a Change Order.

### FEES

This is a Fixed Fee engagement that is non-reconcilable. Material changes to the deliverables or timing may result in a Change Order issued and a revised Fee mutually agreed to in writing.

Client shall pay Ogilvy the following Fees for Services and Deliverables:

#### **Aerotropolis Phase III - \$1,030,000.00 USD**

This fee will be inclusive of any out of pocket (OOP) costs as well. And those costs will be broken out upon submission of the revise GTM approach.

OOP costs may include: video or other production costs, image licensing, website hosting and warranty/maintenance, media placement costs.

### FEE SCHEDULE

Ogilvy shall invoice Adams County, Colorado, and notify Aurora Economic Development Council for all such Fees in accordance with the following invoicing schedule and due in net 30 days:

Invoice Number	Invoice Amount	Invoicing Date
1	\$1,030,000.00	April 15 <sup>th</sup> , 2022

## 8. Acknowledgement and Signatures

The Ogilvy Group, LLC

Aurora Economic Development Council

**By:**   
\_\_\_\_\_  
[Signature]

**By:** \_\_\_\_\_  
[Signature]

**Name:** Vincent DiPietro  
\_\_\_\_\_  
[Print Name]

**Name:** Wendy Mitchell  
\_\_\_\_\_  
[Print Name]

**Title:** VP, Finance  
\_\_\_\_\_  
[Print Title]

**Title:** President & CEO  
\_\_\_\_\_  
[Print Title]



## EXHIBIT B – DIGITAL DEVELOPMENT SERVICES

If Agency develops any digital Deliverables (including, without limitation, websites, microsites, banners, content placement, and applications running on any computer, smartphone or tablet) for Client (“Digital Development Services”), the following terms and conditions will apply in addition to the terms set forth in the Agreement. In the event of a conflict between this Exhibit D and any other provision of the Agreement, this Exhibit D shall govern and control. All terms used with initial capitalization and not otherwise defined herein, shall have the respective meanings as defined in the Agreement.

1. **WARARNTY FOR DIGITAL DEVELOPMENT SERVICES; DISCLAIMER.** Agency warrants that its Digital Development Services will be performed in a good and workmanlike manner and that the digital Deliverables developed by Agency shall materially conform to the specifications set forth in the applicable SOW during the Term of the SOW and for a period of 30 days thereafter. Agency agrees to re-perform any Digital Development Services once to the extent such Digital Development Services are (i) not in compliance with this warranty and (ii) brought to Agency’s attention within 30 days (or within any specific period provided in the applicable SOW) after such Digital Development Services are performed and delivered to Client. Client’s exclusive remedy for any claim arising out of the foregoing shall be to notify Agency of such noncompliance and to provide Agency with the opportunity to use commercially reasonable efforts to re-perform at Agency’s expense, and failing that, the return of fees paid to Agency for the work related to the noncompliance. THE FOREGOING SETS FORTH THE ONLY WARRANTIES PROVIDED BY AGENCY CONCERNING THE DIGITAL DEVELOPMENT SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN A MUTUALLY EXECUTED SOW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AGENCY DOES NOT WARRANT THAT ANY SOFTWARE OR OTHER ELECTRONIC DEVICES PROVIDED OR WEBSITE CREATED OR HOSTED BY AGENCY WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. FURTHER AND NOTWITHSTANDING ANY INDEMNIFICATION OBLIGATIONS, AGENCY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY OPEN SOURCE OR THIRD PARTY MATERIALS, NOR ANY MODIFICATION OR COMBINATION OF ANY DELIVERABLES, SERVICES OR MATERIALS BY OR ON BEHALF OF CLIENT. MOREOVER, CLIENT ACKNOWLEDGES THAT AGENCY HAS NO CONTROL OVER INFORMATION AND MATERIALS ONCE THEY HAVE BEEN PUBLISHED, RELEASED OR POSTED IN THE PUBLIC DOMAIN AS REQUESTED OR APPROVED BY CLIENT, INCLUDING, WITHOUT LIMITATION, VIA SEEDING MATERIALS ON SOCIAL NETWORKING AND VIDEO SHARING WEBSITES OR THE USE OF INTERNET-BASED “WIDGETS.” AS SUCH AND NOTWITHSTANDING ANY INDEMNIFICATION OBLIGATIONS, AGENCY SHALL NOT BE RESPONSIBLE FOR ENSURING THE ACCURACY OF WHAT ANY THIRD PARTY PUBLISHES OR ANY OTHER RESULTING THIRD PARTY ACTIONS.

2. **TERMS AND POLICIES.** Client shall be solely responsible for creating and providing Agency with any and all consumer disclosures necessary or advisable in connection with the digital Deliverables, including web site terms and conditions, privacy policies and other disclosures required by applicable law. Agency shall implement all such consumer disclosures as provided by Client to Agency.

3. **THIRD PARTY SERVICES.** Certain Services may be dependent upon the products and services of third parties, such as search engines, email service providers, hosting providers, social media platforms, online service companies and similar third parties not controlled by Agency. While Agency shall make commercially reasonable efforts to resolve any issues, Agency shall not be liable for the acts or omissions of such third parties, including the failure of the products or services of such third parties to operate as intended.



COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT

**CASE NO.: PRC2021-00005**

**CASE NAME: Sherrelwood Village FDP Amendment & Filing 2 Preliminary Plat**

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- 2.3 Future Land Use Map

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- 3.2 Applicant Final Development Plan
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- 4.2 Referral Comments (ADCO Treasurer)
- 4.3 Referral Comments (Colorado Department of Transportation)
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- 6.3 Newspaper Publication
- 6.4 Referral Agency Labels
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**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**September 13, 2022**

<b>CASE No.: PRC2021-00005</b>	
<b>CASE NAME: Sherrelwood Village FDP Amendment &amp; Filing 2 Preliminary Plat</b>	
Owner's Name:	DelWest Development Corp.
Applicant's Name:	Delwest Development Corp. / Craig Fitchett
Applicant's Address:	155 Madison St. Ste. 155, Denver, CO 80209
Parcel Numbers:	0171928400003, 0171933100009, 0171933124039
Nature of Requests:	1. Preliminary plat for major subdivision to create approximately 47 lots on 3.3 acres (PLT2021-00016); 2. Major amendment to the Final Development Plan for Sherrelwood Village (PUD2021-00004); 3. Waiver from subdivision design standards to exceed lot depth-to-width ratio
Current Zone Districts:	Planned Unit Development (PUD)
Future Land Use:	Urban Residential
Total Site Area:	Approximately 10.37 acres
Hearing Date(s):	<b>PC: August 11, 2022 / 6:00 pm</b> <b>BoCC: September 13, 2022 / 9:30 am</b>
Report Date:	August 12, 2022
Case Manager:	Layla Bajelan, Senior Long-Range Planner on behalf of Greg Barnes, Senior Planner
PC Recommendation:	APPROVAL with 16 findings-of-fact and 4 notes

**SUMMARY OF PAST APPLICATIONS**

The Sherrelwood Village PUD first received preliminary approval in 2015 under case PRC2015-00014 (Roush/Delwest) and received final approval in 2018 under case PRC2016-00008 (Roush/Sherrelwood Village). The existing Sherrelwood Village PUD provided for 45 single-family detached residential lots on 8.3 acres and included right-of-way dedication, infrastructure improvements, and tracts for emergency access, drainage, landscaping, and community open space.

The applicant acquired an additional 2.48 acres in two properties to the immediate north at 7996 Pecos Street and 8000 Pecos Street. In 2020, the applicant was approved for a rezone for those

two parcels from Residential-1-C (R-1-C) to Planned Unit Development (PUD) and a Major Amendment to the Preliminary Development Plan to include them into the existing Planned Unit Development (PRC2020-00010).

The applicant was also approved for a Plat Correction-Lot Line Vacation (PLT2020-00015) to combine the northern 4 lots and 2 tracts of the Sherrelwood Village Subdivision into a single lot to be included in Sherrelwood Village Filing No. 2. This newly created lot and the two lots that were recently acquired and rezoned to PUD are the subject of this request.

Because the proposal increases the number of dwelling units in the existing PUD by more than 5%, the amendment is a Major Amendment and must be processed in the standard two-phased PUD approval process as separate preliminary and final development plans. The result would be a single Sherrelwood Village PUD that includes 41 single-family detached homes and 47 single-family attached units in a townhome product for a total of 88 residential units on 10.4 acres

### **SUMMARY OF APPLICATIONS**

The applicant, Delwest Development Corporation, is requesting a Major Amendment to the Final Development Plan for Sherrelwood Village and a Major Subdivision Preliminary Plat to create 47 lots on 3.3 acres. This request will finalize the PUD and be the first of two steps for the platting process. A final plat will be required after the approval of the preliminary plat.

The preliminary plat will allow for all of the townhomes to be on individual lots and will create tracts for open space and parking. The final development plan will outline all of the minimum requirements of the PUD.

### **Planned Unit Development (PUD) Final Development Plan**

Per Section 2-02-11-01 of the Adams County Development Standards and Regulations, the objective of a PUD is to establish an area of land to be developed under unified control or unified plan of development for a number of land uses whose plan does not correspond in lot size, bulk, or type of use, density, lot coverage, open space, or other restriction to the existing land use regulations.

A PUD allows greater flexibility in the design of a development, more variety and diversification in the relationships between buildings, and open spaces and uses while meeting the goals, policies and objectives of the Comprehensive Plan. Per Section 3-34-02 of the County's Development Standards and Regulations, a PUD is a form of a customized zone district and may therefore modify the development standards and regulations such as site area, density, setbacks, and height restrictions. The Preliminary Development Plan (PDP) is the first of two steps and was approved through PRC2020-00010. Approval of a PDP does not allow for construction. The proposed PDP includes land uses, layout of landscaping, circulation, architectural elevations, buildings and a preliminary plat. The Final Development Plan (FDP) is the final step in executing a PUD.

### ***Housing Types and Designs***

The overall residential density of the site with 88 dwelling units (47 townhomes and 41 single-family units) on 10.4 acres is 8.5 dwelling units per acre. This is under the Residential-3 (R-3) maximum of 14 dwelling units per acre for comparison. However, the 47 townhome units within 3.3 acres, as proposed in the subject preliminary plat request, equals 14.24 dwelling units per acre, slightly over the 14 unit per acre benchmark.

### ***Lot Characteristics***

The dimensional requirements are outlined in the FDP and include a minimum lot size of 4,000 square feet for a single-family detached home and no minimum lot size for a townhome. Minimum lot widths for single-family detached homes include a 45-foot minimum lot width for internal lots and a 50-foot minimum lot width for corner lots. Minimum lot widths for townhomes include a 17-foot minimum lot width for internal lots and a 22.5-foot minimum lot width for corner lots. All lots are conforming to the minimum dimensional standards of the FDP.

The proposed Sherrelwood Village PUD Amendment proposes a total of 47 additional townhome units in seven buildings. The FDP proposes unique setbacks for townhomes on the north side and for townhomes on the south side. Setbacks for townhomes on the north side include a front and rear of 0 feet, with a side setback of 3 feet. Setbacks for townhomes on the south side include a front of 15 feet, a rear of 0 feet, and a side of 3 feet. All buildings must be separated by a minimum of 10 feet.

### ***Open Space***

Open space is required with any PUD. Section 3-34-03-05-06 of the Adams County Development Standards and Regulations outlines a minimum open space percentage of 30% of the total square footage of the subject site. Of the required open space, 25% of the total open space is required to be active open space and no more than 50% of the total shall be utilized (Section 3-34-03-05-03). Open space, where practical, shall be concentrated in large usable areas and is encouraged to connect to off-site open space areas and designated greenways. The subject development is roughly 10.37 acres in size, which would require 3.11 acres of open space and 0.78 acres of active open space. The proposed development meets all open space requirements, as 4.35 acres are proposed to be open space and one acre is provided for active open space.

The existing PUD includes an active open space community amenity in the form of a shade structure and picnic table with pedestrian connection to Sherrelwood Park to the east. An additional active open space amenity in the form of a pocket park will be installed on the east side of the new development and include benches and a play structure, with an extension of the pedestrian path connecting to the shade structure to the south.

### ***Parking***

Each unit will contain a two-car garage, which meets the minimum parking requirement for single family attached and detached units in the Development Standards and Regulations. PUDs may propose an alternative minimum parking requirement, however staff encouraged the applicant to follow the standards at the time of PDP. All townhomes will have a two-car tandem garage. It was recommended in the PDP, that at least 15% of additional parking be provided for

visitor parking. With 47 units, 94 off-street parking spaces are provided in garages. 15% of this total would require 14.1 visitor spaces (rounded up to 15). The FDP proposes additional off-street parking spaces in separate parking areas. These two parking areas will contain 22 parking spaces for visitors. Additionally, all of the single-family units will have driveways, while 39 of the townhome units will have driveways, which will accommodate additional standard and compact parking on the driveways of individual units.

***Development Characteristics***

The townhomes are proposed to be three stories in height, with the maximum height of 35 ft. matching the maximum height in the R-3 district. Typical units will range from 1,700 sq. ft. to 2,300 sq. ft. in size.

Six-foot, wood privacy fencing is allowed by the FDP for units not adjacent to open space. If adjacent to open space, fencing is allowed to be 42 inch opaque or split rail fencing. Six-foot, wood privacy fencing is allowed in the side and rear lot lines when adjacent to neighboring lots. Wing wall privacy fencing may be installed from the side yard fencing to the front corners of the house. Fences are not allowed to be painted any colors or altered from the wood look.

The FDP states that if not explicitly addressed, all standards for the single-family homes shall follow the R-1-C zone district, and all standards for the townhomes shall follow the R-3 zone district.

**Major Subdivision (Preliminary Plat):**

Per Section 2-02-17 of the County’s Development Standards and Regulations, the applicant is requesting a Major Subdivision (Preliminary Plat) for the proposed residential development. Currently, the site consists of three parcels. The applicant’s proposal will reconfigure these three parcels into 47 total lots and two nonresidential tracts.

The dimensional requirements are outlined in the FDP and include a minimum lot size of 4,000 square feet for a single-family detached home and a minimum lot size is not established for a townhome. Minimum lot widths for single-family detached homes include a 45-foot minimum lot width for internal lots and a 50-foot minimum lot width for corner lots. Minimum lot widths for townhomes include a 17-foot minimum lot width for internal lots and a 22.5-foot minimum lot width for corner lots. All lots are conforming to the minimum dimensional standards of the FDP.

The Preliminary Subdivision Plat conforms to the Development Standards and Regulations and the goals of the Comprehensive Plan. The proposed subdivision has adequate water and sewer services that will be provided by the City of Thornton.

**Subdivision Design and Improvements**

The proposed preliminary plat has been reviewed by County staff for consistency with the County’s Subdivision Design Standards (Section 5-03). The proposed plat has been designed to be appropriate for development, and the lot configuration is suitable for access and emergency services. The proposed subdivision has been determined by the Colorado Division of Water

Resources to have adequate water supply. All documentation has been provided to ensure conformance with the County's water supply requirements.

Per Section 5-02-05 of the County's Development Standards and Regulations, a subdivision improvements agreement (SIA) will be required with a final plat. The SIA allows for construction of infrastructure, such as streets, curbs, gutters, sidewalks, and storm sewers to be constructed on the property, if required. In addition, for residential subdivisions, public land dedication is required to support schools, neighborhood parks, and regional parks. Section 5-05-05-04 of the County's Development Standards allows for cash-in-lieu of land dedication. These cash-in-lieu fees will be expected to be paid prior to scheduling the final plat application for public hearings.

**Waiver from the Subdivision Design Standards**

Per Section 2-02-15 of the County's Development Standards and Regulations, the applicant is requesting a waiver from the subdivision design standards. The applicant is requesting the Board of County Commissioners consider a waiver from the Subdivision Design Standards to allow for lots to have an average depth greater than three times the average width.

Section 5-03-03-06 of the Subdivision Design Standards states that "no lot shall have an average depth greater than three times the average width unless the lot width is a minimum of four-hundred-twenty-five (425) feet".

It is staff's determination that the waiver of the Subdivision Design Standards meets the following criteria: 1) Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations, 2) The purpose of the standards and regulations are served to a greater extent by the alternative proposal, and 3) The waiver does not have the effect of nullifying the purpose of these standards and regulations. The subject parcels range in size with the average lot having 17 feet of lot width and 83 feet of lot depth. Staff is supportive of the Waiver to allow for lots to have an average depth greater than three times the average width, as the proposed lots are for townhomes. It is typical to not have a side setback when the units are attached, causing the lot width to be much less than that of the depth.

**Future Land Use Designation:**

The future land use designation on the property is Urban Residential. Chapter 5 of the Adams County Comprehensive Plan describes the purpose of Urban Residential as areas designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types with adequate urban services and transportation facilities. Urban Residential areas may include supporting neighborhood commercial uses designed to serve the needs of nearby residents. This designation in general supports the full range of residential zone districts and is consistent with the Comprehensive Plan, including the Balanced Housing Plan, to advance the County's long-term goal for providing housing options in existing residential areas and supporting the need for increased housing diversity.

This request is further supported by Comprehensive Plan Policy 2 – Urban Growth, which states the County will encourage new urban residential development primarily within unincorporated

infill areas and/or within County and municipal growth areas where it can be served by a full range of urban services.

The site is within the Southwest Framework Plan, adopted as an amendment to the Comprehensive Plan, which outlines existing conditions and directs future planning efforts in the County. The Framework Plan identifies the southwest portion of the County as containing most of the older, more urbanized areas of the County as well as a wide range and mix of land uses. The Framework Plan references the policies and strategies outlined in the Comprehensive Plan, such as maintaining and enhancing the quality of existing residential neighborhoods and enhancing the area’s role as an important gateway to the County. The proposed development would require public improvements such as curb, gutter, and increased sidewalk access, as well as landscape and streetscape improvements to create and improve the health, safety, and image of the area.

The Balanced Housing Plan would support this request as the development would add 47 townhome units to help address the missing middle housing shortage in Adams County. Goals in the Balanced Housing Plan include; (1) Improve and support housing opportunities for all residents in Adams County, (2) Foster an environment that promotes “balanced housing”, and (3) Integrate development practices that increase diversity in housing stock. Strategies to achieve the outlined goals include promoting infill development and providing diversity of housing stock.

**Site Characteristics:**

The subject property is bounded by Pecos Street to the west, Sherrelwood Park to the north and east, and the existing Sherrelwood Village development to the south. The subject site formerly housed the Children’s Outreach Project, a child day care center that operated on property formerly owned by the Westminster 50 School District. The building has since been demolished.

**Surrounding Zoning Designations and Existing Use Activity:**

<p style="text-align: center;"><b>Northwest R-1-C Single-family</b></p>	<p style="text-align: center;"><b>North R-1-C Parks and Open Space</b></p>	<p style="text-align: center;"><b>Northeast R-1-C Parks and Open Space</b></p>
<p style="text-align: center;"><b>West R-1-C, R-4 Single-family dwellings / Multifamily apartment building</b></p>	<p style="text-align: center;"><b>Subject Property PUD <u>Sherrelwood Village PUD</u></b></p>	<p style="text-align: center;"><b>East R-1-C Parks and Open Space</b></p>
<p style="text-align: center;"><b>Southwest R-1-C Single-family dwellings</b></p>	<p style="text-align: center;"><b>South R-1-C Single-family dwellings</b></p>	<p style="text-align: center;"><b>Southeast R-1-C Single family dwellings</b></p>

**Compatibility with the Surrounding Area:**



The surrounding properties contain a mix of residential and open space uses, with the zone districts of R-1-C, R-4, and PUD in the immediate area. The site, when considering the entirety of the Sherrelwood Village PUD, is entirely self-contained with no automobile access to the neighboring land uses; all automobile traffic will only access Pecos Street. The only location where the PUD borders existing residential units is with the existing single-family detached units south of the Sherrelwood Village single family homes. The development will tie into the existing pedestrian connection to Sherrelwood Park to the east to provide a direct connection for residents.

This application is compatible with the overall area and are not detrimental to public health and safety. Approval of this request will be consistent with the character of development activities in the area.

**Staff Recommendation:**

Based upon the application, the criteria for approval, and a recent site visit, staff recommends approval of the request preliminary plat with 16 findings-of-fact and 4 notes:

**Recommended Findings-of-Fact**

1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
2. The FDP conforms to the PUD standards.
3. The FDP is consistent with any approved PDP for the property.
4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.
5. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
6. The preliminary plat is consistent with the purposes of these standards and regulations.
7. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
8. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
9. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
10. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
11. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
12. The overall density of development within the proposed subdivision conforms to the zone district density allowances.

13. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
  - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
  - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;
  - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
  - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and
  - e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.
14. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations.
15. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.
16. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

**Recommended Notes to the Applicant:**

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.
2. The preliminary plat approval shall expire on August 30, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
3. A public land dedication fee for parks and schools shall be paid to Adams County prior to or with the final plat submittal. This fee shall be determined by the fee structure specified in Section 5-05 of the Adams County Development Standards and Regulations.
4. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.

**PC UPDATE**

This case was heard at the Planning Commission (PC) on August 11, 2022 and the PC forwarded a recommendation of approval (4-0) with 16 findings-of-fact and 4 notes to the applicant. The PC asked about the setbacks and how it affected the openings/window along the rear of the townhomes where a zero-foot setback is proposed. The applicant was able to respond and they are limited to the amount of openings in the rear, will follow IBC for fireproofing the

buildings, and are limited to certain windows to meet these requirements. The PC also had questions on the City of Thornton providing water and sewer to the subject site. Staff was able to respond noting that the subject development is not directly adjacent to the City and would not be able to annex into Thornton at this time. The City is committed to providing water and sewer and the Colorado Division of Water Resources (DWR) has confirmed they have the capacity to do so. The applicants were present and had no concerns with the staff report or presentation. There were no members of the public to speak in opposition or support of this application.

**CITIZEN COMMENTS**

Notifications Sent	Comments Received
289	2

All property owners and occupants within 750 feet of the subject property were notified of the request. As of writing this report, staff has received two public comments from the same individual. The comment expresses concern for the former school site and the open space provided in the development. The former school site has been demolished.

**REFERRAL AGENCY COMMENTS**

**Responding with Initial Concerns:**

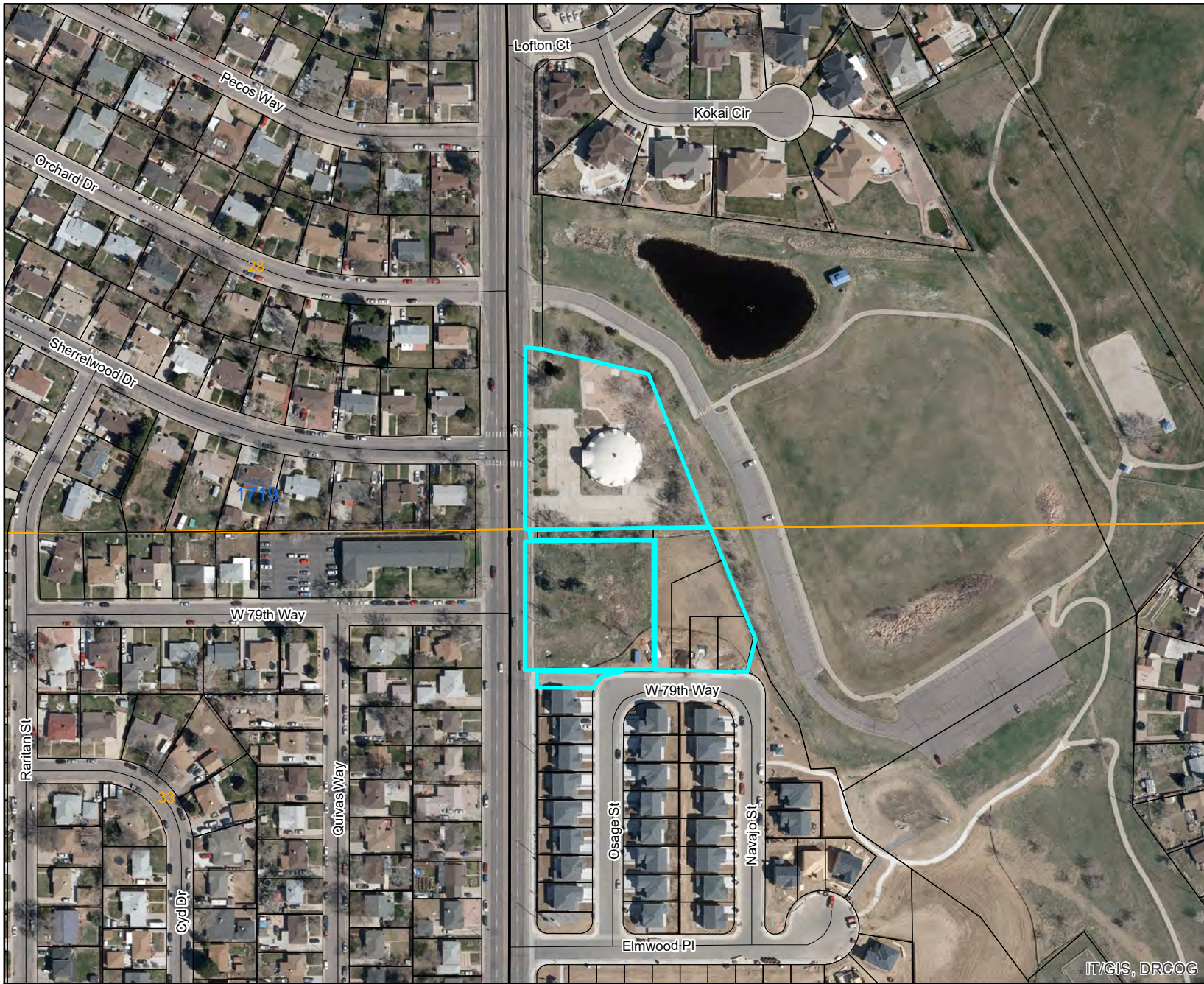
N/A

**Responding without Concerns:**

- Adams County Treasurer
- CDOT
- Colorado Division of Water Resources
- Colorado Geological Survey
- Lumen
- Tri-County Health Department
- Xcel Energy

**Notified but not Responding / Considered a Favorable Response:**

- Adams County Assessor
- Adams County Sheriff
- Century Link
- CDNR-Division of Mining & Reclamation Safety
- CDNR-Division of Parks & Wildlife
- City of Federal Heights
- Comcast
- Crestview Water & Sanitation District
- Mapleton School District #1
- Metro Wastewater Recovery
- Perl Mack Neighborhood Group
- U.S. Environmental Protection Agency
- U.S. Post Office
- Westminster School District #50



**Legend**

- +— Railroad
- Major Water
- Zoning Line
- ▭ Sections

IT/GIS, DRCOG

**PRC2021-00005; Sherrelwood Village FDP Amedment and Preliminary Plat for Filing No. 2**

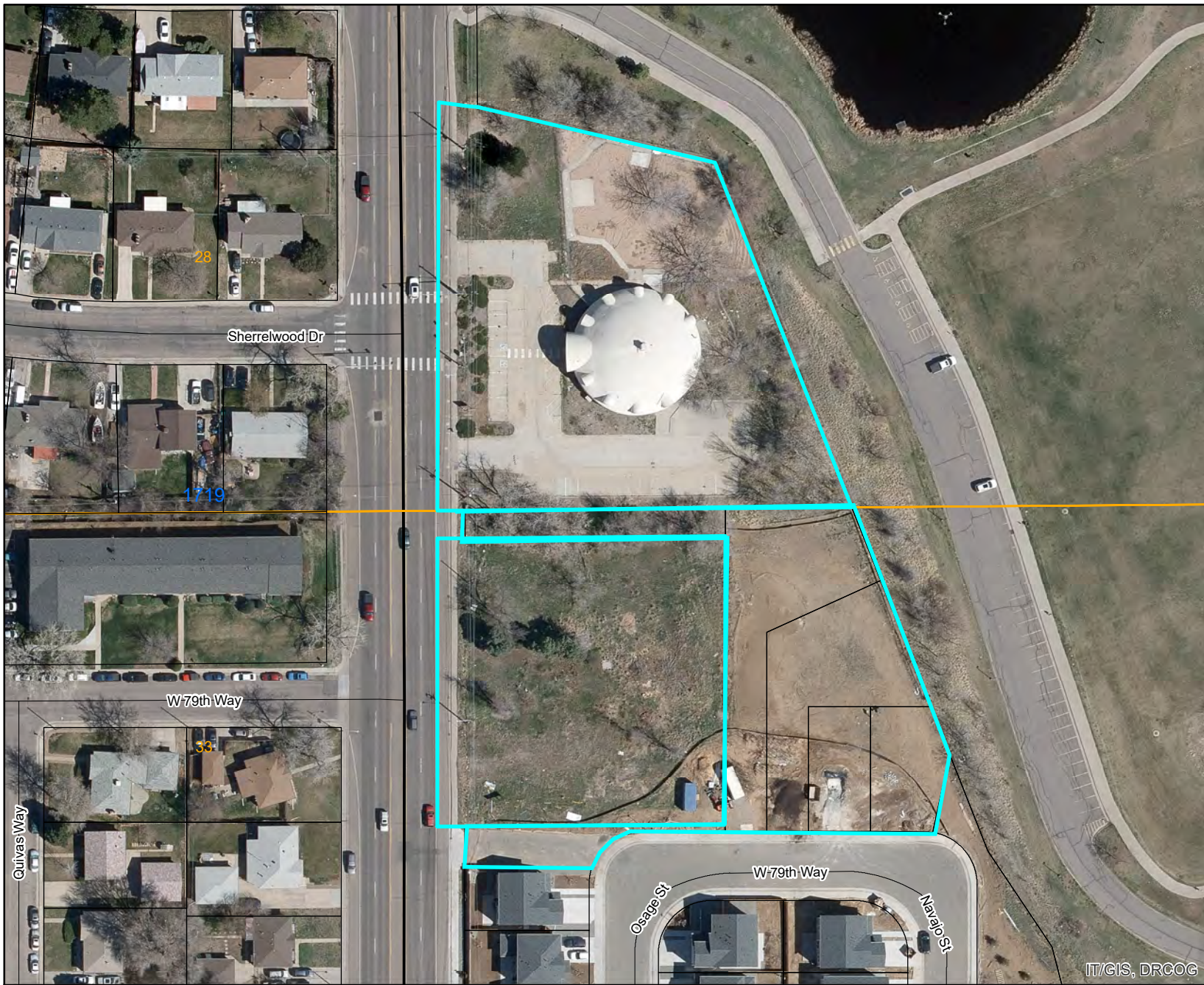
**Aerial Map**



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



**Legend**

- +— Railroad
- Major Water
- Zoning Line
- Sections

PRC2021-00005; Sherrelwood Village FDP Amedment and Preliminary Plat for Filing No. 2

Aerial Map

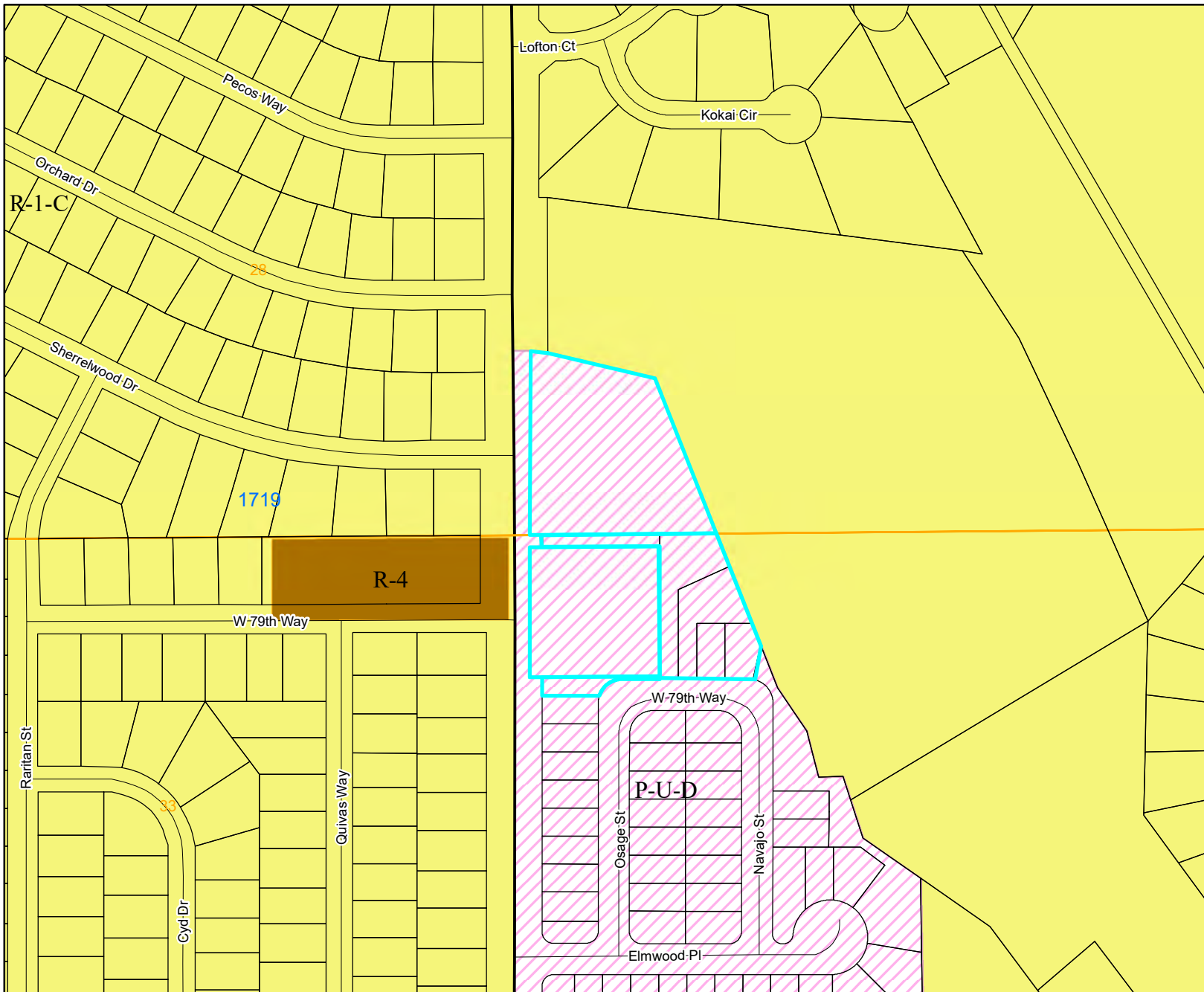


For display purposes only.

IT/GIS, DRCOG



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

PRC2021-00005; Sherrelwood Village FDP Amedment and Preliminary Plat for Filing No. 2

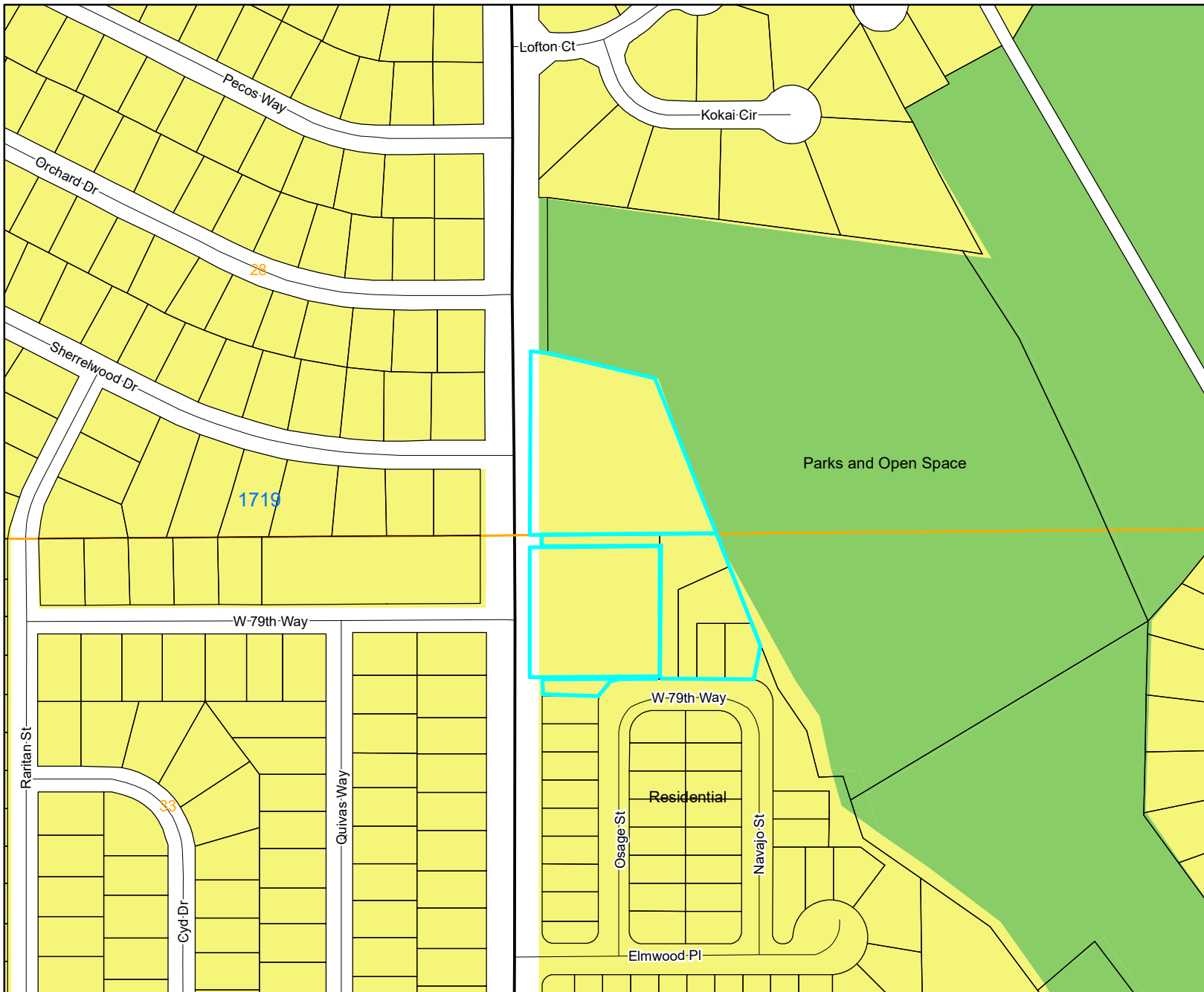
Current Zoning Map



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**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections

**Legend**

**Future Landuse 2012 (Rev2016)**

**Residential**

- Urban Residential
- Estate Residential

**Mixed Use**

- Local District Mixed Use
- Mixed Use Neighborhood
- Activity Center
- Mixed Use Employment

**Commercial/Industrial**

- Commercial
- Industrial

**Other**

- Agriculture
- DIA Reserve
- Parks and Open Space
- Public
- Municipal Area

**PRC2021-00005; Sherrelwood Village FDP Amedment and Preliminary Plat for Filing No. 2  
Future Land Use Map**



For display purposes only.



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**Narrative**  
**Preliminary Major Subdivision**

Delwest Development Corporation is proposing to amend their current Sherrelwood Village PUD-PDP to include approximately 47 new townhomes on 3.3 Acres of additional land adjacent and to the north of the single-family homes we are currently building.

7996 and 8000 Pecos St were purchased to offer a lower, more “workforce” focused priced housing solution for the community than a new traditional single-family home. Delwest has repurposed several Westminster Schools blighted properties. We will be demolishing a vacant, blighted building, the former Children’s Outreach Project, and building new attainable housing stock.

In order to plat the townhomes, we are proposing a subdivision that combines Lot 1:Block 4 from the plat correction of Sherrelwood Village Filing 1 with the properties of 7996 and 8000 Pecos St. This creates a 3.3 Ac parcel that include 47 lots, landscape tracts and right of way for Osage St and Sherrelwood Dr.

We at Delwest are excited to have the opportunity to enhance this neighborhood and bring market rate housing to the area. We look forward to working with the community and staff moving forward.

Sincerely,

*W. Craig Fitchett*

Director of Acquisitions & Business Development, Delwest



# SHERRELWOOD VILLAGE

Case No. PRC2021-00005

SHEET TITLE

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1

COVER SHEET

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

SHEET NUMBER

1 OF 19



PROJECT NAME

**SHERRELWOOD VILLAGE**  
FINAL DEVELOPMENT PLAN- AMENDMENT 1  
ADAMS COUNTY, COLORADO

ISSUE DATE

10-16-2020

04-11-2022

06-02-2022

NOT FOR CONSTRUCTION

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 AND THAT PARCEL OF LAND, AS DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2019000075343 TOGETHER WITH THAT PARCEL OF LAND, AS DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2019000073502 ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, BOTH IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°30'30" E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE N 89°30'30" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE N 00°14'47" W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2019000075343;

THENCE S 82°41'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 8.10 FEET TO THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D, THE FOLLOWING THREE (3) COURSES:

1. S 76°46'55" E, A DISTANCE OF 178.58 FEET;
2. S 21°38'59" E, ALONG THE EAST LINES OF SAID PARCEL DESCRIBED AT RECEPTION NO. 2019000075343 AND SAID SHERRELWOOD VILLAGE PLAT, A DISTANCE OF 534.54 FEET;
3. S 33°40'19" E, ALONG THE EAST LINE OF SAID SHERRELWOOD VILLAGE PLAT, A DISTANCE OF 83.13 FEET;

THENCE ALONG THE EAST AND SOUTH LINES OF SAID SHERRELWOOD VILLAGE PLAT, THE FOLLOWING SIX (6) COURSES:

1. S 14°37'52" E, A DISTANCE OF 76.08 FEET;
2. N 88°03'04" E, A DISTANCE OF 39.50 FEET
3. S 17°49'46" E, A DISTANCE OF 104.05 FEET;
4. S 55°05'47" E, A DISTANCE OF 112.26 FEET;
5. S 01°01'29" E, A DISTANCE OF 259.37 FEET, TO A POINT ON THE NORTH LINE OF ELMWOOD PARK SUBDIVISION, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. C0184761, SAID ADAMS COUNTY RECORDS;
6. S 89°32'44" W, ALONG SAID NORTH LINE, A DISTANCE OF 611.65 FEET TO A POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;

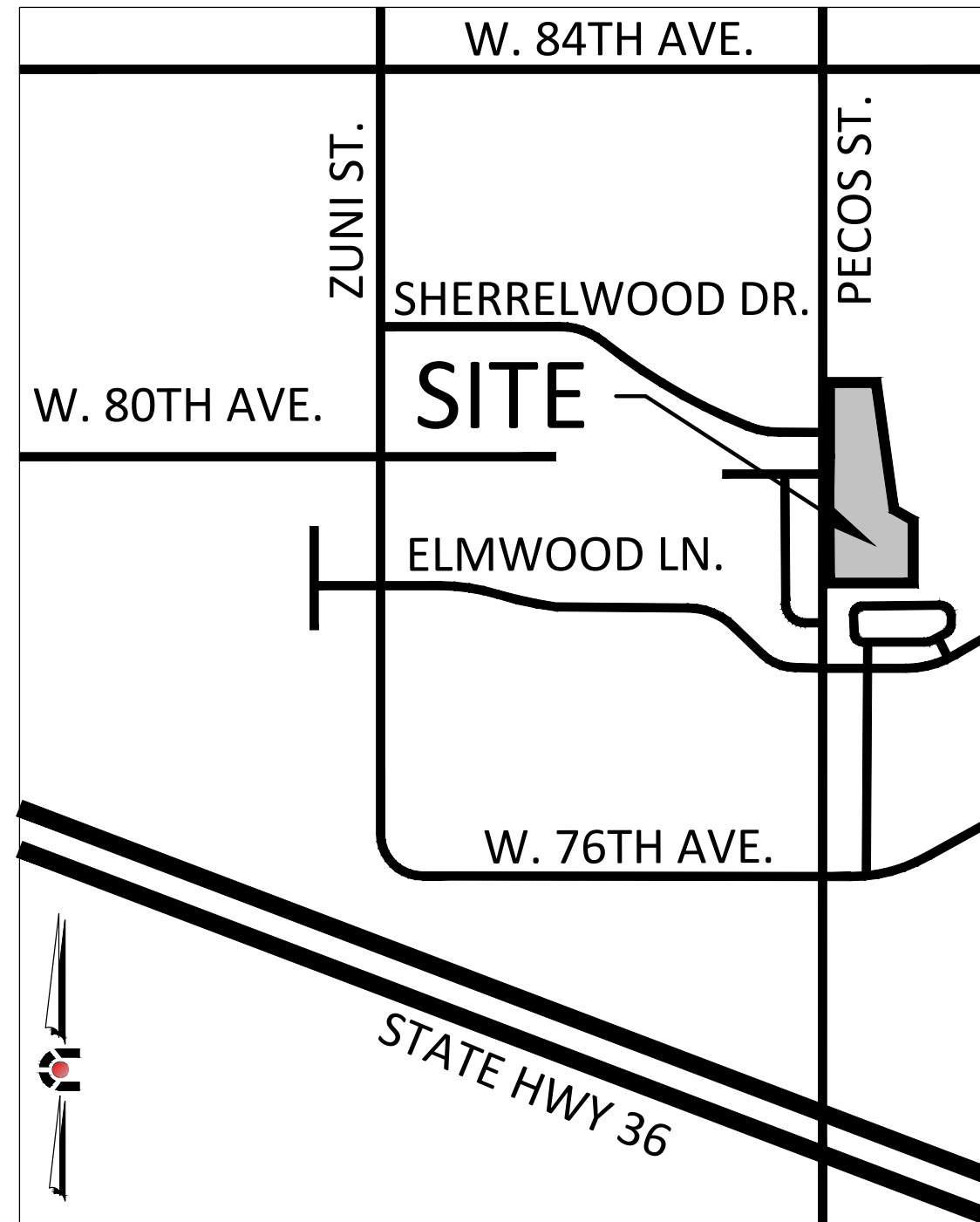
THENCE N 00°01'53" E, ALONG SAID EAST LINE AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 586.62 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073502;

THENCE ALONG THE SOUTH, EAST AND NORTH LINES OF SAID PARCEL OF LAND THE FOLLOWING THREE (3) COURSES:

1. S 89°30'30" W, ALONG A LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
2. N 00°01'53" E, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO A POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
3. N 89°30'30" E, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;

THENCE N 00°01'53" E, ALONG SAID EAST LINE AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 450,875 SQUARE FEET OR 10.351 ACRES, MORE OR LESS.



VICINITY MAP  
SCALE: 1"= 1000'

### SHEET INDEX

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### CERTIFICATE OF OWNERSHIP

DELWEST DEVELOPMENT CORPORATION, A COLORADO CORPORATION

BY: \_\_\_\_\_  
DERRELL SCHREINER

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY  
DERRELL SCHREINER

AS DIRECTOR OF CONSTRUCTION FOR DELWEST DEVELOPMENT CORPORATION  
WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

OWNER  
7840 PECOS INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DERRELL SCHREINER

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY  
DERRELL SCHREINER

AS DIRECTOR OF DEVELOPMENT FOR 7840 PECOS INVESTMENTS LLC  
WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

OWNER  
ELMWOOD NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DERRELL SCHREINER

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY  
DERRELL SCHREINER

AS DIRECTOR OF CONSTRUCTION FOR ELMWOOD NORTH LLC  
WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

### BOARD OF COUNTY COMMISSIONERS APPROVAL

Approved by the Adams County Board of County Commissioners  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Chair

### CLERK & RECORDER'S CERTIFICATE

This Plat was filed for record in the Office of the Adams County Clerk and Recorder, in the State of Colorado, at \_\_\_\_\_ m., on this \_\_\_\_ day of \_\_\_\_\_ A.D. 202\_\_

Deputy Clerk and Recorder \_\_\_\_\_ Reception Number \_\_\_\_\_

### ADAMS COUNTY ATTORNEY'S OFFICE

The following Additions and Deletions in the PUD were made by the Board of County Commissioners at the time of approval.

APPROVED AS TO FORM

### ADDITIONS AND DELETIONS

The following Additions and Deletions in the PUD were made by the Board of County Commissioners at the time of approval.

### APPLICANT

DelWest Development Corp.  
155 South Madison St. Ste. 326  
Denver, Colorado 80209  
Contact: Derrell Schreiner  
(720) 708-4065

### PLANNER

Terracina Design  
10200 E. Girard Avenue, Ste. A314  
Denver, Colorado 80231  
Contact: Layla Rosales  
(303) 632-8867

### ARCHITECT

Lawrence Architecture Inc.  
2686 Alamo Avenue  
Littleton, Colorado 80120  
Contact: Rick Lawrence  
(303) 794-8798

### ENGINEER/SURVEY

Core Consultants  
1950 W Littleton Blvd. Ste. 109  
Littleton, Colorado 80120  
Contact: Dave Forbes  
(303) 703-4444

# SHERRELWOOD VILLAGE

Case No. PRC2021-00005

SHEET TITLE

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

NOTES AND NARRATIVE

SHEET NUMBER

2 OF 19

### GENERAL NOTES

- A. LIGHTING NOTE:
  1. IN THE INTEREST OF COMPATIBILITY OF SURROUNDING LAND USES, ILLUMINATION OF ANY KIND ON PRIVATE PROPERTY SHALL BE DIRECTED AND CONTROLLED IN SUCH A MANNER SO THAT THERE SHALL BE NO DIRECT RAYS OF LIGHT WHICH EXTEND BEYOND THE BOUNDARIES OF THE PROPERTY FROM WHERE IT ORIGINATES.
  2. OPERATIONS AND MAINTENANCE OF ALL STREET LIGHTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION, DEVELOPER, OR THEIR ASSIGNS.
- B. MAINTENANCE RESPONSIBILITY NOTES:
  1. THE OWNERS OF THE SINGLE FAMILY LOTS, THEIR SUCCESSORS, HEIRS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE AREA SUBJECT TO AN APPROVED SITE PLAN. THAT AREA SHALL BE DEEMED TO INCLUDE AN AREA MEASURED FROM THE BACK OF THE CURB LINE TO, AND INCLUDING ALL AREAS SUBJECT TO THE APPROVED SITE PLAN AND DRAINAGE REPORT.
  2. THE TOWNHOME LANDSCAPE AREA WITHIN BLOCKS 1-7 AND TRACTS A-B OF SHERRELWOOD VILLAGE PUD WILL BE MAINTAINED BY THE HOA.
  3. LANDSCAPE EASEMENT ALONG PECOS ST WILL BE OWNED AND MAINTAINED BY THE HOA
  4. LANDSCAPING SHALL BE CONTINUOUSLY MAINTAINED INCLUDING NECESSARY WATERING, WEEDING, PRUNING, PEST CONTROL, AND REPLACEMENT OF DEAD OR DISEASED PLANT MATERIAL. REPLACEMENT FOR DEAD OR DISEASED PLANT MATERIAL SHALL BE THE SAME TYPE OF PLANT MATERIAL AS SET FORTH IN THE APPROVED SITE PLAN; FOR EXAMPLE A TREE MUST REPLACE A TREE, A SHRUB MUST REPLACE A SHRUB, A GROUND COVER MUST REPLACE A GROUND COVER, ETC.. REPLACEMENT SHALL OCCUR IN THE NEXT PLANTING SEASON, BUT IN ANY EVENT, SUCH REPLACEMENT TIME SHALL NOT EXCEED ONE (1) YEAR. ANY REPLACEMENT WHICH CONFORMS TO THE REQUIREMENTS OF THIS SECTION, SHALL NOT BE CONSIDERED AN AMENDMENT TO THE SITE PLAN.
- C. DOWNSPOUT NOTE:
  1. NO ROOF DOWNSPOUT OUTFALLS WILL BE ALLOWED TO DRAIN OVER SIDEWALKS, BIKE PATHS, OR ANY PEDESTRIAN ROUTE.
- D. MAILBOX LOCATION:
  1. MAILBOXES SHALL BE LOCATED IN TRACT A FOR SINGLE FAMILY HOMES. MAILBOXES WILL BE LOCATED IN TRACT B FOR THE TOWNHOMES AND COMPLY WITH UNITED STATES POSTAL SERVICE REQUIREMENTS AND GUIDELINES.
- E. FENCING:
  1. SIX FOOT HEIGHT PRIVACY FENCE IS PROVIDED ON THE FDP. HOWEVER, HOMEOWNERS ADJACENT TO OPEN SPACE MAY INSTALL 42" HEIGHT OPEN RAIL OR OPAQUE FENCING.
  2. PRIVATE LOT OWNERS WILL BE ALLOWED TO INSTALL SIX FOOT HEIGHT PRIVACY FENCE ALONG SIDE AND REAR LOT LINES WHERE ADJACENT TO NEIGHBORING LOTS. WING WALL PRIVACY FENCE MAY BE INSTALLED FROM THE SIDE YARD FENCE TO THE FRONT CORNER OF THE HOUSE. FENCING MAY NOT BE PLACED ANY FURTHER FORWARD ON THE LOT THAN THE FRONT CORNERS OF THE MAIN LIVING AREA OF THE HOME, INCLUDING THE GARAGE
  3. FENCING MAY NOT BE PAINTED ANY COLORS. ONLY A SEALANT PRODUCT TO PROTECT THE WOOD MAY BE USED AS LONG AS IT DOES NOT ALTER THE NATURAL COLOR OF THE WOOD.
- F. TRASH NOTE:
  1. TOWNHOME UNITS SHALL HAVE INDIVIDUAL TRASH CONTAINERS WHICH WILL BE STORED WITHIN EACH UNIT'S GARAGE.

### NARRATIVE

- A. EXPLANATION OF THE CHARACTERISTICS OF THE PUD AND ITS POTENTIAL IMPACT ON THE SURROUNDING AREA:
 

SHERRELWOOD VILLAGE PUD CONSISTS OF APPROXIMATELY 10.4 ACRES IN ADAMS COUNTY, COLORADO. THE SITE IS BOUNDED BY RESIDENTIAL HOMES TO THE WEST AND SOUTH, SHERRELWOOD ELEMENTARY AND PARK TO THE EAST AND VACANT LAND AND PRIVATE BUSINESS TO THE NORTH. SHERRELWOOD VILLAGE IMPROVEMENTS INCLUDE 41 SINGLE FAMILY DETACHED HOMES, 47 TOWNHOME UNITS, ROADWAYS AND OPEN SPACE. THE CONDITION OF THIS SITE IS SUITABLE FOR BOTH SINGLE FAMILY RESIDENTIAL UNITS AND TOWNHOME UNITS WITHOUT ANY LIMITATIONS OR RESTRICTIONS.
- B. EXPECTED DENSITIES AND LAND COVERAGE:
 

SHERRELWOOD VILLAGE CONSISTS OF 41 SINGLE FAMILY DETACHED LOTS AND 47 TOWNHOMES UNITS ON 10.4 ACRES FOR A DENSITY OF 8.4 DU/AC.
- C. NUMBER, TYPE AND SIZE OF BUILDING UNITS:
 

FORTY-ONE (41) SINGLE FAMILY DETACHED LOTS AND FORTY-SEVEN (47) TOWNHOMES ARE PROPOSED IN THE SHERRELWOOD VILLAGE PUD. SINGLE FAMILY HOMES WILL BE ONE AND TWO STORY FRONT LOADED WITH A STANDARD TWO CAR GARAGE. TOWNHOMES WILL BE THREE STORIES WITH TANDEM GARAGES. THE SIZES OF THE HOMES WILL VARY FROM 1,300 TO 2,000 SQUARE FEET FOR SINGLE FAMILY AND 1,700 TO 2,300 SQUARE FEET FOR TOWNHOMES.
- D. PROVISIONS FOR PARKING:
 

EACH SINGLE FAMILY HOME WILL HAVE A TWO CAR ATTACHED GARAGE AND AN OFF-STREET DRIVEWAY. EACH TOWNHOME UNIT WILL HAVE A 2 CAR TANDEM GARAGE. 39 TOWNHOME UNITS HAVE DRIVEWAYS ALONG WITH (22) OFF STREET PARKING SPACES FOR GUESTS. THESE FRONT ACCESSED GARAGES AND DRIVEWAYS WILL EASILY ACCOMMODATE THE MINIMUM REQUIRED TWO (2) PARKING SPACES PER HOME AND (1) GUEST SPACE FOR EVERY 2 TOWNHOMES.
- E. CIRCULATION AND ROAD PATTERNS:
 

TWO (2) PUBLIC LOCAL STREETS, A LOOP ROAD AND ONE WITH A CUL-DE-SAC ARE PROVIDED ALLOWING EASY ACCESS TO ALL HOMES. TWO PRIMARY ACCESSES ARE PROVIDED OFF OF PECOS STREET ELMWOOD LANE AND SHERRELWOOD DRIVE. ACCESS TO REGIONAL TRANSPORTATION ROUTES IS VIA PECOS. ALL STREETS WILL HAVE ATTACHED CONCRETE SIDEWALKS AND WILL MEET THE CURRENT STANDARDS FOR STREET CONSTRUCTION WITHIN ADAMS COUNTY. A CONCRETE TRAIL CONNECTION WILL BE PROVIDED TO CONNECT THE DEVELOPMENT TO THE PARK AND PUBLIC SCHOOL TO THE EAST.
- F. TYPE, LOCATION, EXAMPLES OF COPY AND CONSTRUCTION SIGNS.
  1. PERMANENT SIGNS
 

THE COMMUNITY MAY HAVE ONE ENTRY MONUMENT SIGN LOCATED WITHIN TRACT A; SETBACK AT LEAST EIGHT (8) FEET FROM THE FRONT PROPERTY LINE (ROW) AND EQUAL TO THE HEIGHT OF THE SIGN FROM SIDE AND REAR PROPERTY LINES. THE MONUMENT WILL BE A MAXIMUM OF SIX (6) FEET IN HEIGHT AND TEN(10) FEET IN LENGTH WITH A MAX SIGN AREA OF THIRTY (30) SQUARE FEET PER SIGN FACE. THE MONUMENT MAY BE INTERNALLY LIGHTED OR HAVE ACCENT LANDSCAPE LIGHTING AND INCLUDE LANDSCAPING OF 2.5 SQUARE FEET PER SQUARE FOOT OF SIGN AREA. THE ENTRY MONUMENT WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER, ITS SUCCESSORS AND/OR ASSIGNS.
  2. APPROVAL OF A SIGN PERMIT IS REQUIRED WHICH WILL INCLUDE A SITE PLAN TO VERIFY ANY POSSIBLE CONFLICTS WITH SIGHT TRIANGLES AND UTILITY EASEMENTS.
  3. TYPE AND ALLOCATION OF ALL USES INCLUDING PERMITTED USES, USE AS PERMITTED AFTER AMENDMENT TO THE PUD AND PROHIBITED USES:
 

PERMITTED USES WITHIN SHERRELWOOD VILLAGE INCLUDE SINGLE FAMILY DETACHED RESIDENTIAL, TOWNHOMES, OPEN SPACE AND HOME BASED OCCUPATIONS AS PERMITTED BY ADAMS COUNTY. TEMPORARY USES INCLUDE OPEN SPACE AND LANDSCAPE IMPROVEMENTS, CONSTRUCTION OFFICES, SALES CENTER AND RELATED IMPROVEMENTS. SALES CENTERS AND TEMPORARY CONSTRUCTION TRAILERS REQUIRE PERMITS FROM ADAMS COUNTY PRIOR TO LOCATING ON THE PROPERTY. ANY STANDARDS AND ALLOWANCES FOR TOWNHOMES NOT EXPLICITLY LISTED IN THIS PUD SHALL FOLLOW R-3 ZONING. ANY STANDARDS AND ALLOWANCES FOR SFD NOT EXPLICITLY LISTED IN THIS PUD SHALL FOLLOW R-1-C ZONING.
  4. LOCATION AND TYPES OF LANDSCAPING AND MAINTENANCE PROVISIONS:
    1. PRIVATE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR PROPERTY. ADAMS COUNTY IS NOT RESPONSIBLE FOR REPAIRING OR MAINTAINING LANDSCAPING THAT IS DAMAGED AS A RESULT OF ROADWAY MAINTENANCE ACTIVITIES, INCLUDING BUT NOT LIMITED TO DE-ICING CHEMICALS AND STREET REPAIRS.
- G. COVENANTS, CONDITIONS & RESTRICTIONS TO BE IMPOSED ON THE PUD:
 

ARCHITECTURAL AND LANDSCAPE DESIGN GUIDELINES WILL BE DEVELOPED FOR SHERRELWOOD VILLAGE THROUGH THE COVENANTS, CONDITIONS & RESTRICTIONS (CC&R'S); TO BE ADMINISTERED BY THE ESTABLISHED ASSOCIATION OR DISTRICT.
- H. ADDITIONAL CONTROLS SUCH AS ARCHITECTURAL CONTROL COMMITTEE OF A PROPERTY OWNER'S ASSOCIATION:
 

THE COMMUNITY WILL HAVE AN ASSOCIATION OR DISTRICT THAT WILL ENFORCE THE DESIGN STANDARDS THROUGH THE CC&RS.



PROJECT NAME

**SHERRELWOOD VILLAGE**  
**FINAL DEVELOPMENT PLAN- AMENDMENT 1**  
**ADAMS COUNTY, COLORADO**

ISSUE DATE

10-16-2020

04-11-2022

06-02-2022

NOT FOR CONSTRUCTION

# SHERRELWOOD VILLAGE

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1  
 PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH  
 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

Case No. PRC2021-00005

SHEET TITLE

OVERALL  
SITE PLAN

SHEET NUMBER

3 OF 19



PROJECT NAME

**SHERRELWOOD VILLAGE**  
 FINAL DEVELOPMENT PLAN- AMENDMENT 1  
 ADAMS COUNTY, COLORADO

ISSUE DATE

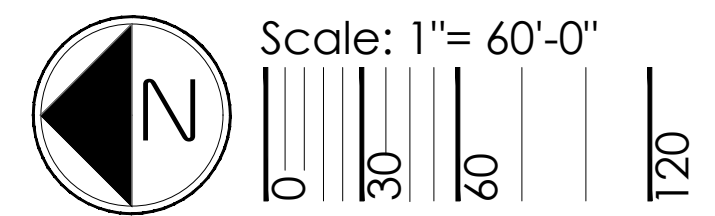
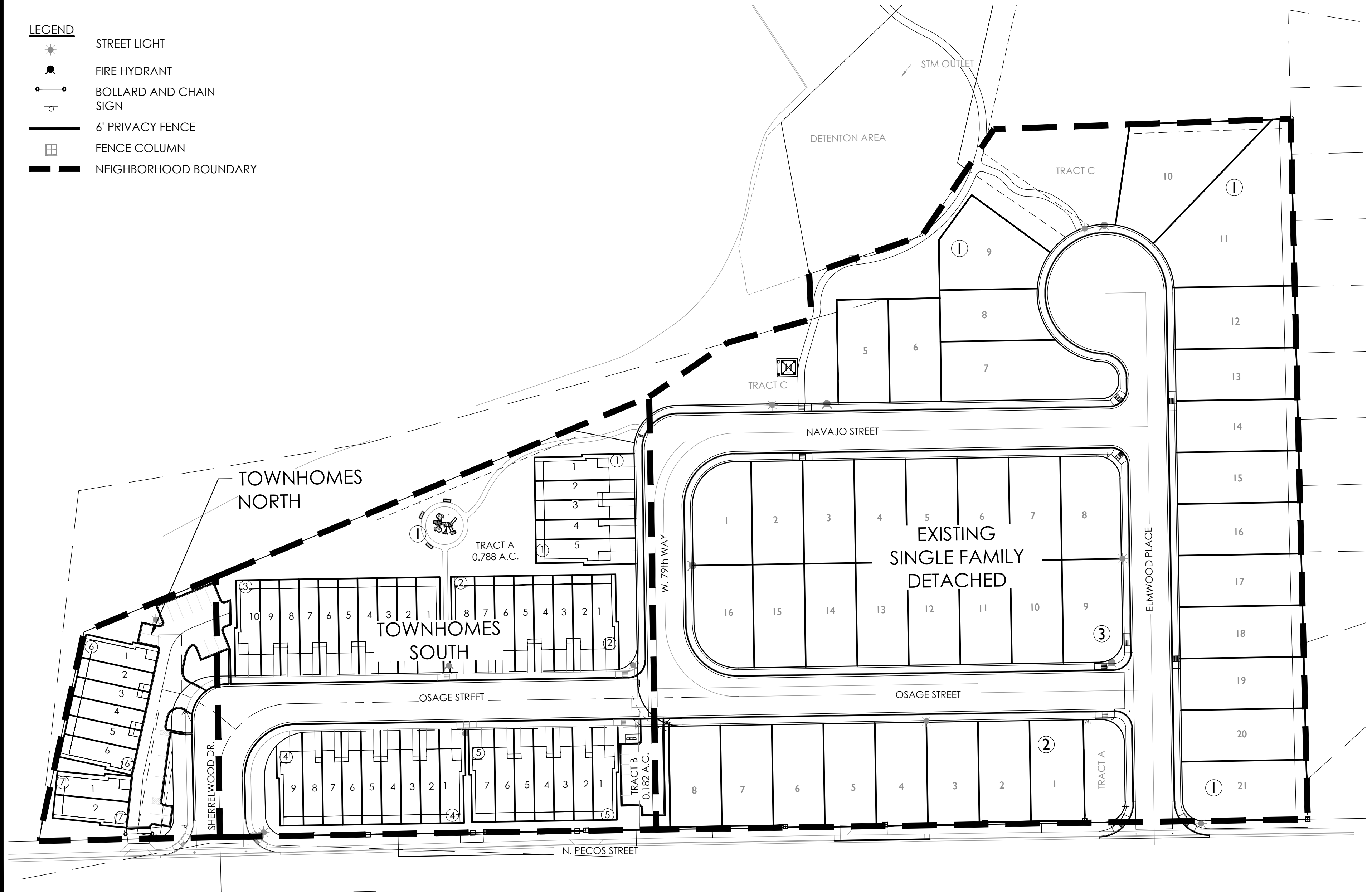
10-16-2020

04-11-2022

06-02-2022

NOT FOR  
CONSTRUCTION

- LEGEND**
- STREET LIGHT
  - FIRE HYDRANT
  - BOLLARD AND CHAIN SIGN
  - 6' PRIVACY FENCE
  - FENCE COLUMN
  - NEIGHBORHOOD BOUNDARY



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# SHERRELWOOD VILLAGE

Case No. PRC2021-00005

SHEET TITLE

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

DEVELOPMENT STANDARDS

SHEET NUMBER

4 OF 19



PROJECT NAME

**SHERRELWOOD VILLAGE**  
FINAL DEVELOPMENT PLAN- AMENDMENT 1  
ADAMS COUNTY, COLORADO

ISSUE DATE

10-16-2020

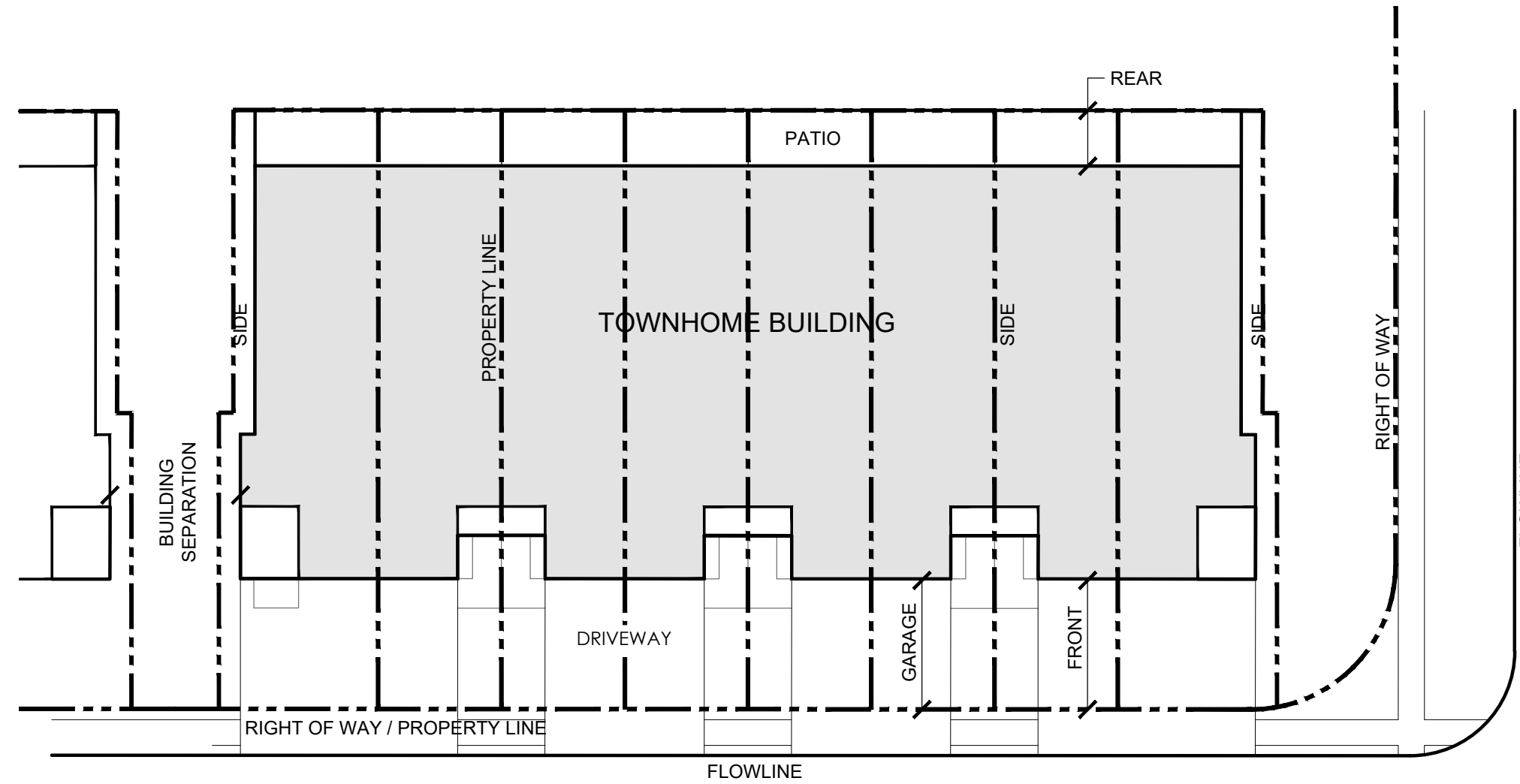
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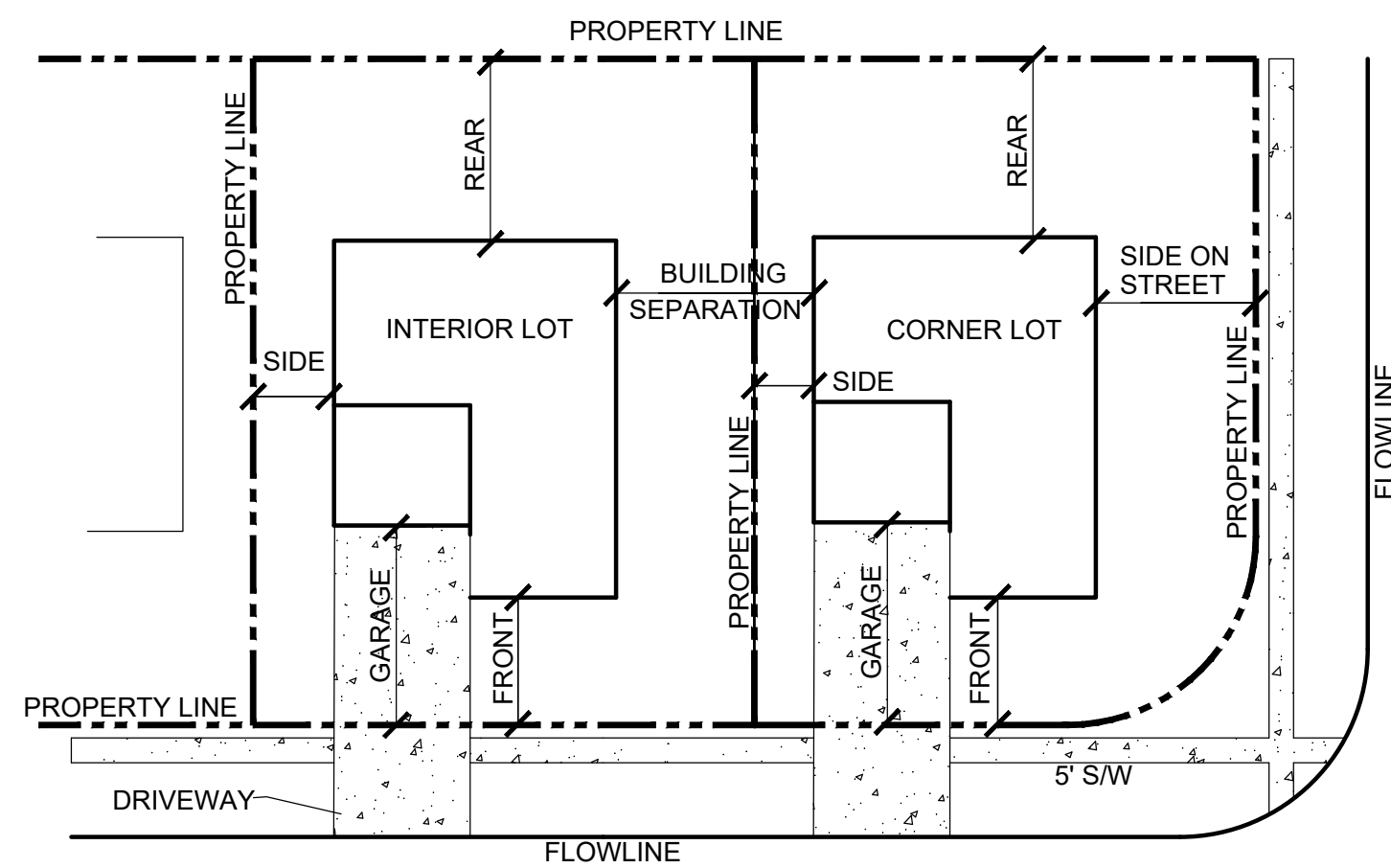
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### TOWNHOME NOTES:

- (A) EAVES, CANTILEVERS, AND OTHER SIMILAR ARCHITECTURAL FEATURES MAY ENCROACH TWO (2) FEET INTO SIDE SETBACK.
- (B) SETBACKS ARE MEASURED TO RIGHT OF WAY OR PROPERTY LINE
- (C) ENCROACHMENTS INTO THE MINIMUM BUILDING SEPARATION MUST BE FIRE RATED IF BUILDING IS NOT SPRINKLERED.



TYPICAL TOWNHOME SETBACK DETAIL  
NTS



TYPICAL SINGLE FAMILY SETBACK DETAIL  
NTS

### SINGLE FAMILY NOTES:

- (A) BAY WINDOWS, CANTILEVERS, CHIMNEYS, EXTERIOR POSTS, SOLAR PANELS, MECHANICAL EQUIPMENT, LIGHT FIXTURES AND OTHER SIMILAR ARCHITECTURAL FEATURES MAY ENCROACH TWO (2) FEET INTO SETBACKS. IN NO INSTANCE MAY AN ENCROACHMENT CROSS A PROPERTY LINE OR UTILITY EASEMENT.
- (B) SETBACKS ARE MEASURED TO RIGHT OF WAY OR PROPERTY LINE.
- (C) ACCESSORY STRUCTURES ARE NOT PERMITTED IN FRONT YARDS
- (D) 'FRONT YARD' SHALL BE CONSIDERED THAT AREA DEFINED BY THE WIDTH OF THE LOT AND THE DEPTH FROM THE RIGHT-OF-WAY LINE TO FRONT WALL OF THE PRINCIPAL STRUCTURE.

SETBACKS				
SETBACKS	SINGLE FAMILY DETACHED	SINGLE FAMILY DETACHED ACCESSORY STRUCTURES	TOWNHOMES SOUTH	TOWNHOMES NORTH
FRONT	10 FEET	N/A	15 FEET	0 FEET
GARAGE	18 FEET	N/A	15 FEET	0 FEET
INTERNAL SIDE	N/A	N/A	0 FEET	0 FEET
SIDE	5 FEET	5 FEET	3 FEET	3 FEET
SIDE ON STREET	10 FEET	5 FEET	N/A	N/A
REAR	10 FEET (1)(2)	5 FEET	0 FEET	0 FEET
BUILDING SEPARATION	10 FEET	N/A	10 FEET	10 FEET

(1) 30' REAR SETBACK (BLOCK 1: LOTS 11-21)  
(2) REAR PORCH MAY ENCROACH INTO REAR SETBACK BY 8'. CANNOT BE LOCATED OVER AN EASEMENT.

DEVELOPMENT STANDARDS		
USE	SINGLE FAMILY DETACHED HOME	TOWNHOMES
MINIMUM LOT AREA	4,000 S.F.	N/A
MINIMUM FLOOR AREA	1,500 S.F.	1,700 S.F.
MINIMUM LOT WIDTH, (CORNER LOT)	45' (50')	17' (22.5')
MAXIMUM LOT COVERAGE	70%	N/A
MAXIMUM DENSITY	41 LOTS	47 LOTS
MAXIMUM BUILDING HEIGHT:		
PRIMARY (ACCESSORY)	30' (18')	35' (N/A)

\* ANY STANDARDS AND ALLOWANCES NOT EXPLICITLY LISTED IN THIS PUD SHALL FOLLOW R-3 ZONING

DEVELOPMENT SUMMARY				
LAND USE	ACRES	% ACRES	UNITS	DU/AC
TOWNHOME LOTS	1.6	15.4%	47	
SINGLE FAMILY LOTS	4.4	42.2%	41	
OPEN SPACE - TRACTS	1.7	16.8%		
OPEN SPACE - RIGHT OF WAY	2.7	25.6%		
<b>TOTAL</b>	<b>10.4</b>	<b>100.0%</b>	<b>88</b>	<b>8.4</b>

# SHERRELWOOD VILLAGE

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1  
 PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH  
 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

Case No. PRC2021-00005

SHEET TITLE


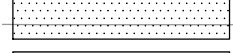


OPEN SPACE  
PLAN

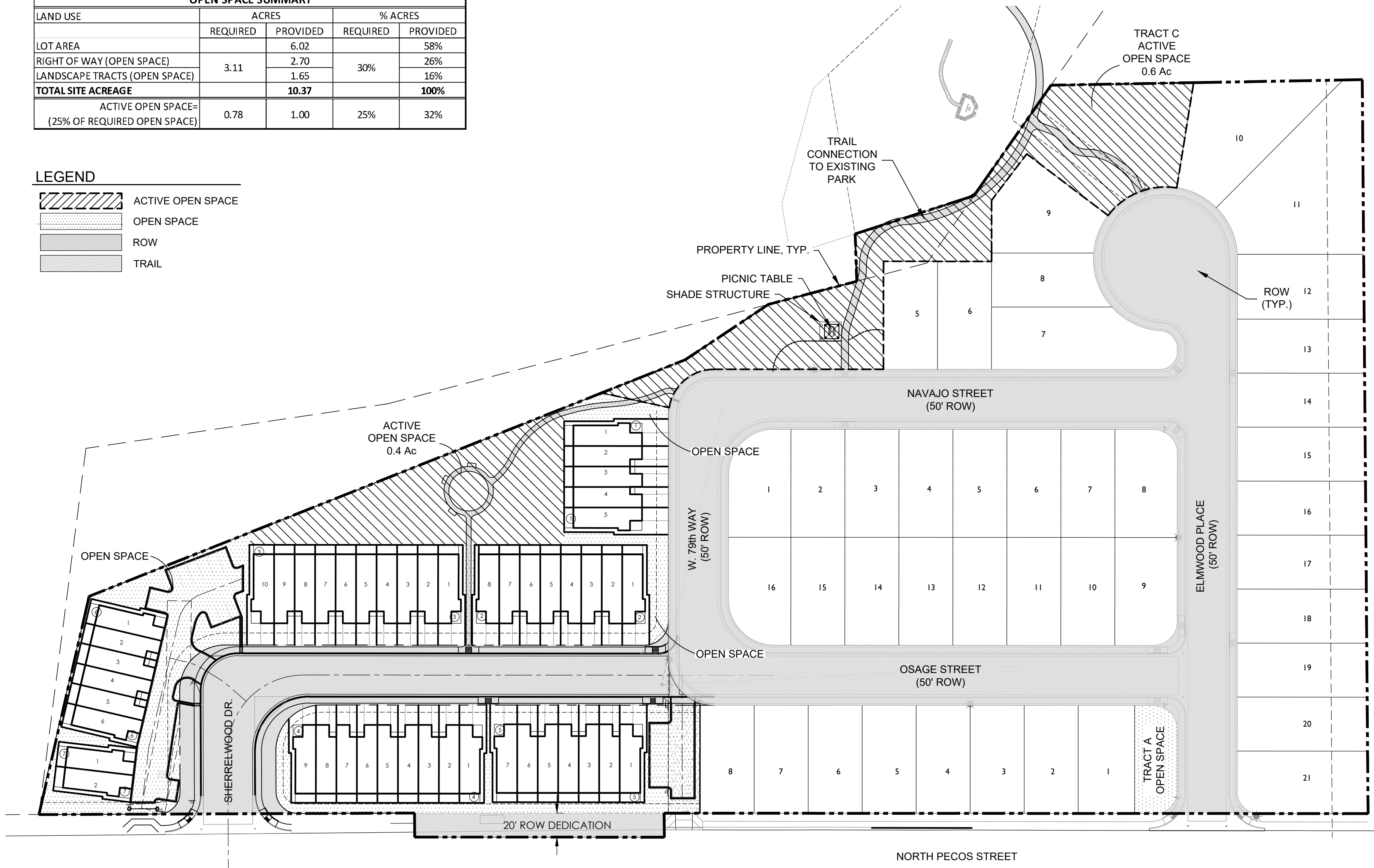
SHEET NUMBER

5 OF 19

OPEN SPACE SUMMARY				
LAND USE	ACRES		% ACRES	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED
LOT AREA		6.02		58%
RIGHT OF WAY (OPEN SPACE)	3.11	2.70	30%	26%
LANDSCAPE TRACTS (OPEN SPACE)		1.65		16%
<b>TOTAL SITE ACREAGE</b>		<b>10.37</b>		<b>100%</b>
ACTIVE OPEN SPACE= (25% OF REQUIRED OPEN SPACE)	0.78	1.00	25%	32%

### LEGEND

-  ACTIVE OPEN SPACE
-  OPEN SPACE
-  ROW
-  TRAIL



tterraccina  
design  
10200 E. Girard Ave, A-314  
Denver, CO 80231  
ph: 303.632.8867

PROJECT NAME

**SHERRELWOOD VILLAGE**  
 FINAL DEVELOPMENT PLAN- AMENDMENT 1  
 ADAMS COUNTY, COLORADO

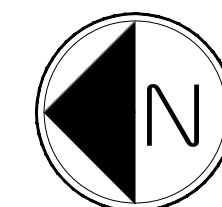
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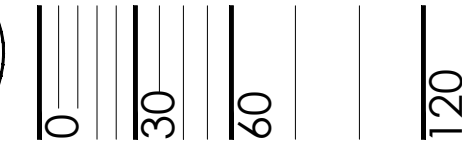
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06-02-2022

NOT FOR  
CONSTRUCTION



Scale: 1" = 60'-0"



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# SHERRELWOOD VILLAGE

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1  
 PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH  
 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

Case No. PRC2021-00005

SHEET TITLE

OVERALL  
 FENCING  
 PLAN

SHEET NUMBER

6 OF 19



PROJECT NAME

**SHERRELWOOD VILLAGE**  
 FINAL DEVELOPMENT PLAN- AMENDMENT 1  
 ADAMS COUNTY, COLORADO

ISSUE DATE




10-16-2020

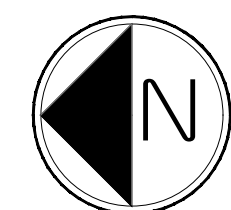
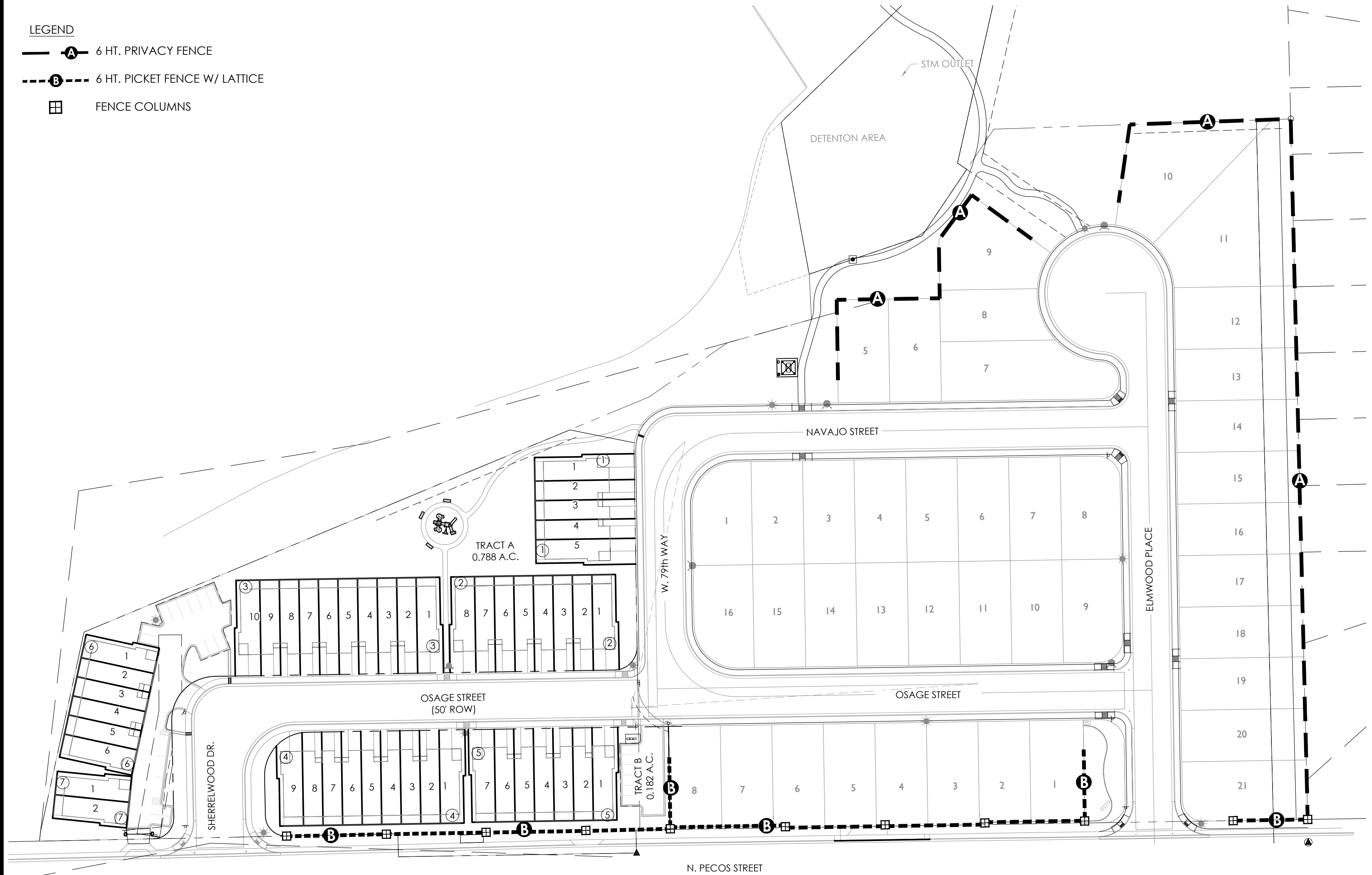
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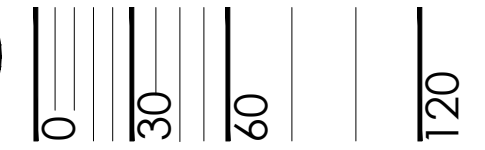
NOT FOR  
 CONSTRUCTION

**LEGEND**

-  6 HT. PRIVACY FENCE
-  6 HT. PICKET FENCE W/ LATTICE
-  FENCE COLUMNS



Scale: 1" = 60'-0"



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# SHERRELWOOD VILLAGE

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

Case No. PRC2021-00005

SHEET TITLE

FENCING DETAILS

SHEET NUMBER

7 OF 19



PROJECT NAME

**SHERRELWOOD VILLAGE**  
FINAL DEVELOPMENT PLAN- AMENDMENT 1  
ADAMS COUNTY, COLORADO

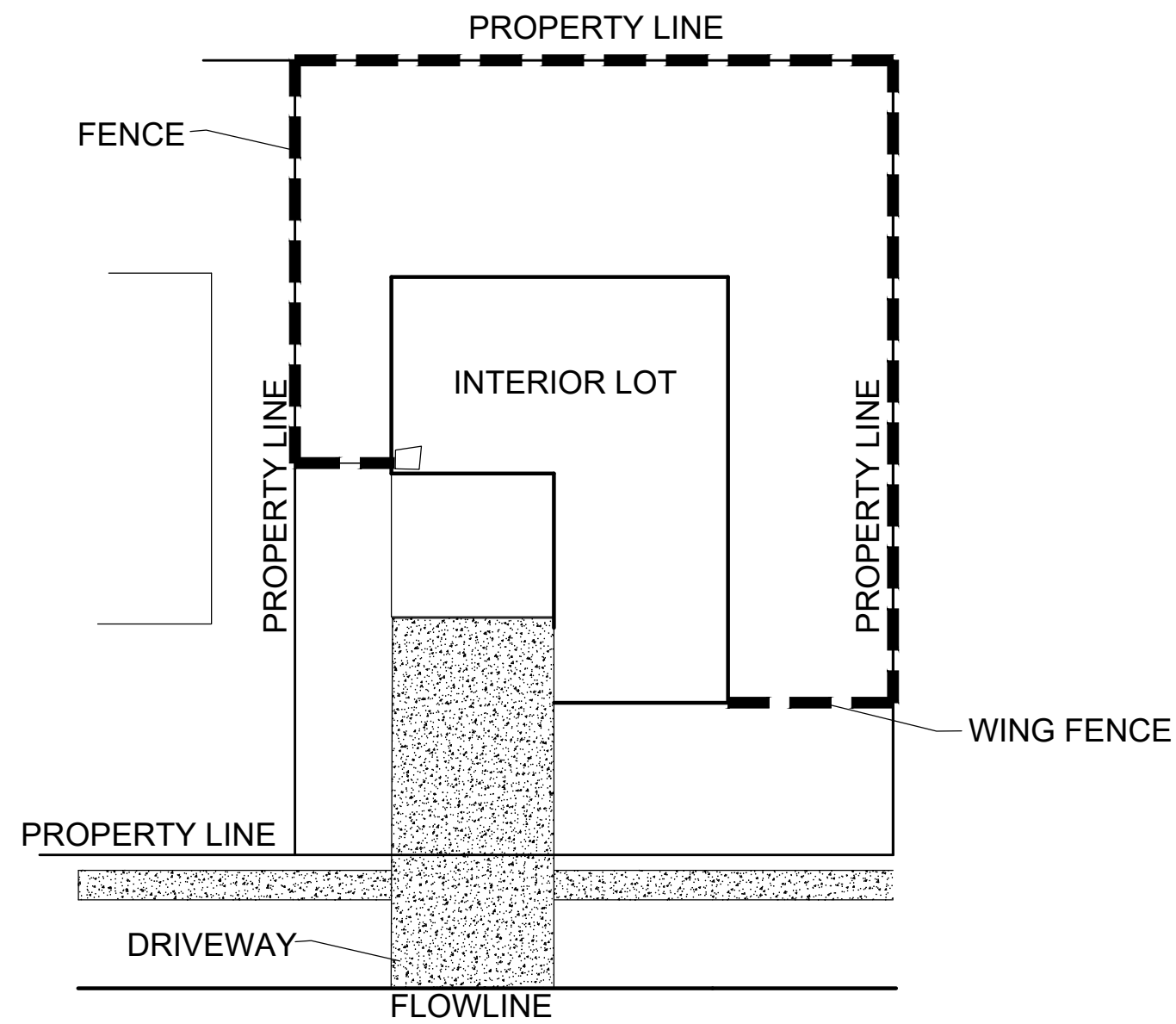
ISSUE DATE

10-16-2020

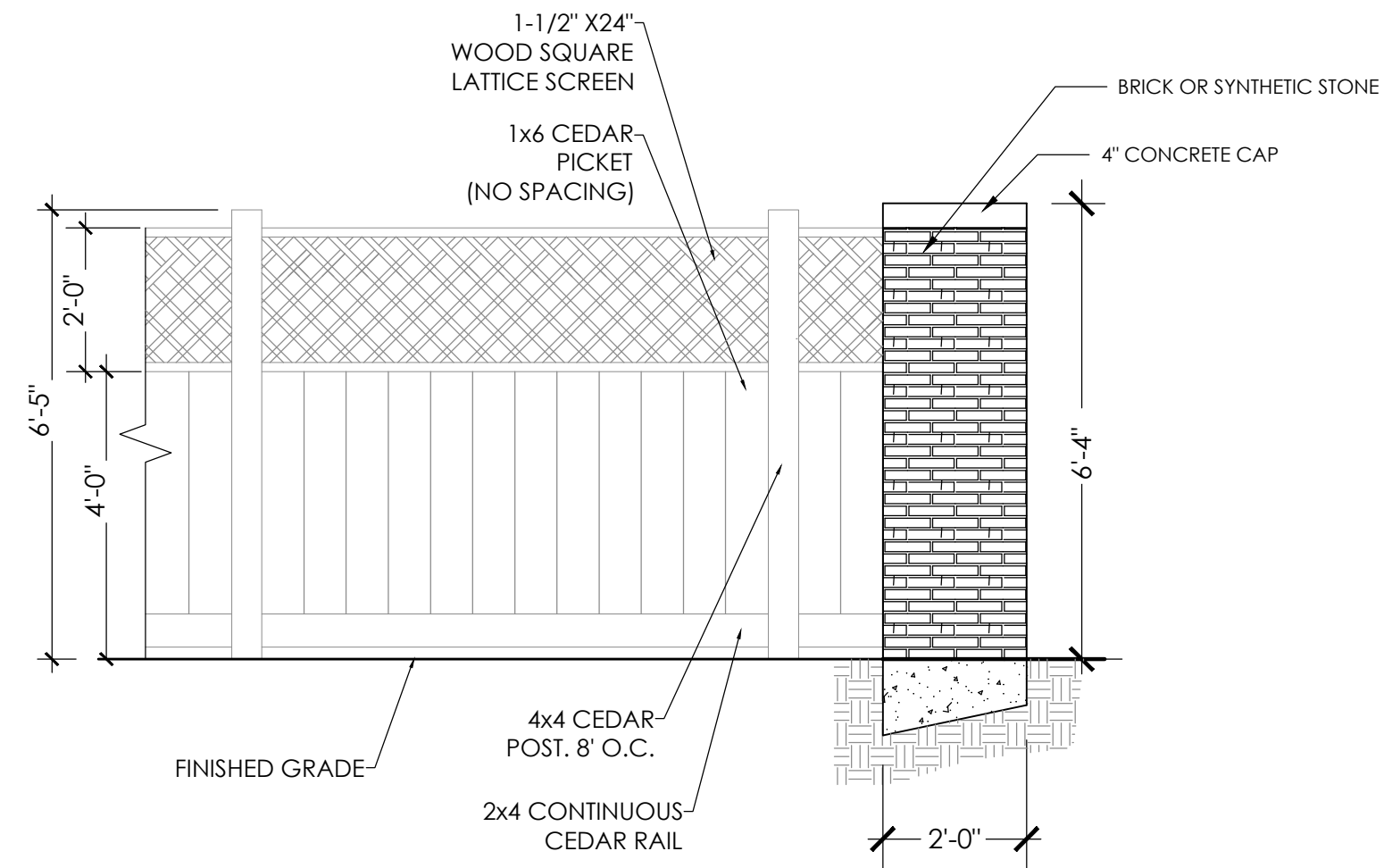
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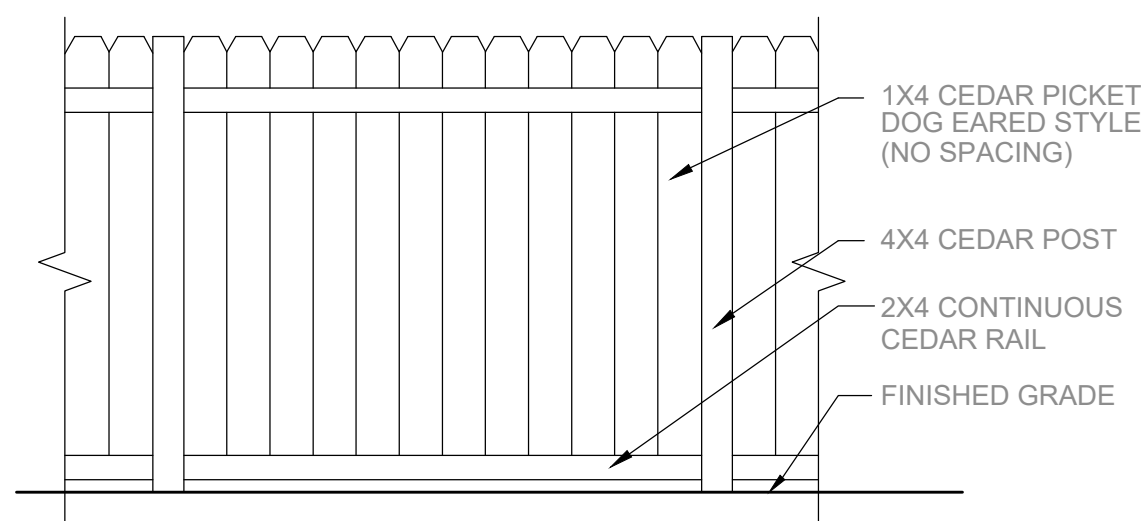
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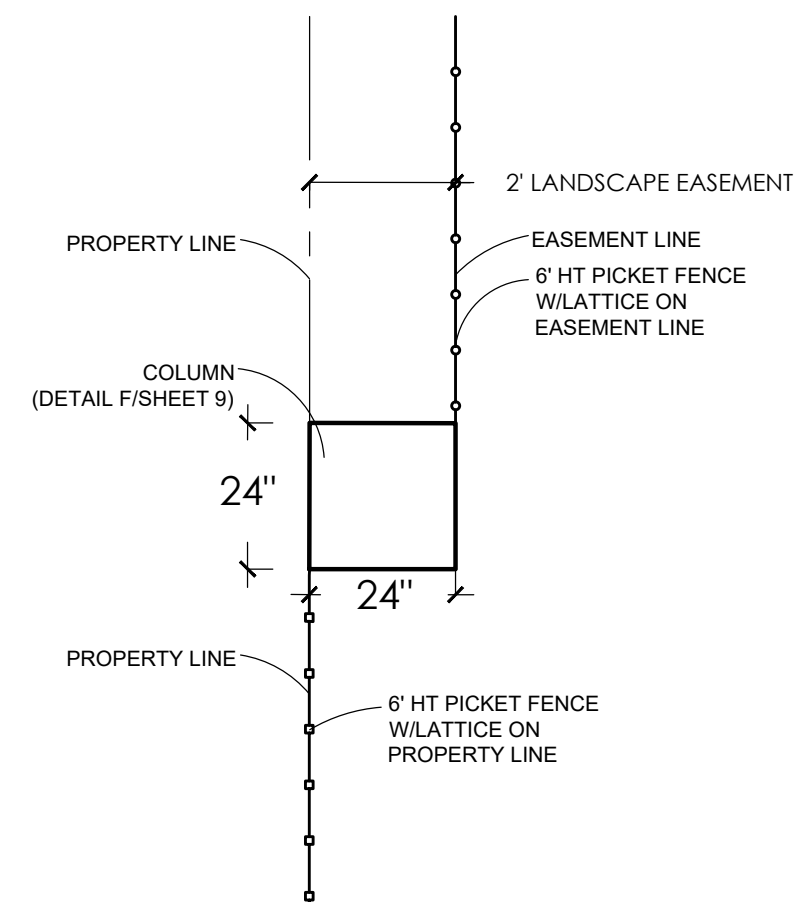
**1** TYPICAL SINGLE FAMILY FENCE DETAIL  
NTS



**2** 6 HT. PICKET FENCE W/ LATTICE AND COLUMNS  
NTS



**3** 6 HT. PRIVACY FENCE  
NTS



**4** 6' HT PICKET FENCE ALONG SINGLE FAMILY HOMES  
NTS (FENCING TO STAGGER ONLY ADJACENT TO SINGLE FAMILY HOMES WHERE LANDSCAPE ESMT IS PROVIDED)

# SHERRELWOOD VILLAGE

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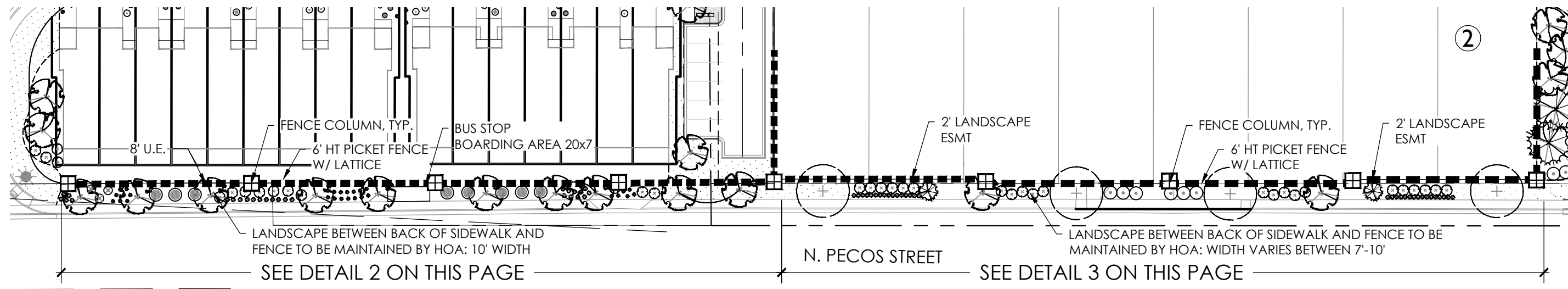
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FENCING DETAILS

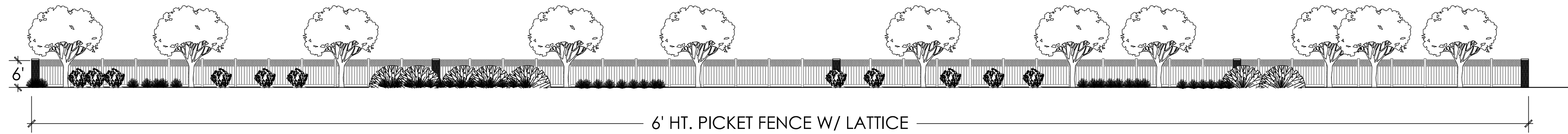
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8 OF 19



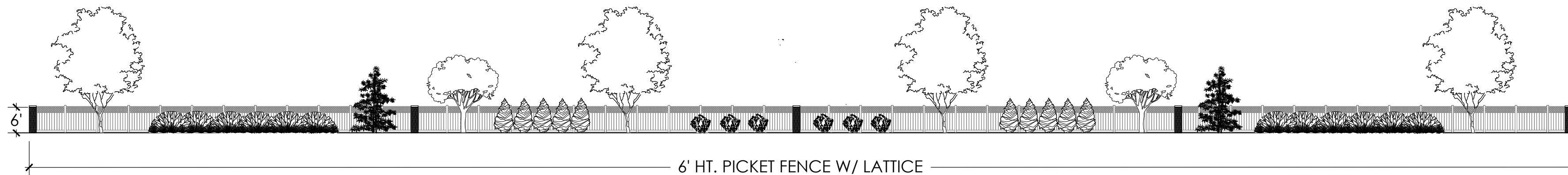
### 1 PLAN VIEW ALONG PECOS ST.

1"=50'



### 2 ELEVATION FROM PECOS STREET FACING TOWNHOMES

1"=20'



### 3 ELEVATION FROM PECOS STREET FACING SINGLE FAMILY HOMES

1"=20' (NOTE: SEE DETAIL 4 SHEET 7 FOR FENCE STAGGER)

terraccina  
design  
10200 E. Girard Ave., A-314  
Denver, CO 80231  
ph: 303.632.8857

PROJECT NAME

SHERRELWOOD VILLAGE  
FINAL DEVELOPMENT PLAN- AMENDMENT 1  
ADAMS COUNTY, COLORADO

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10-16-2020

04-11-2022

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 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

OVERALL  
 LANDSCAPE  
 PLAN

SHEET NUMBER

9 OF 19

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 design  
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 ph: 303.632.8867

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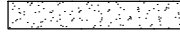

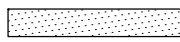
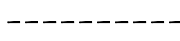

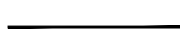

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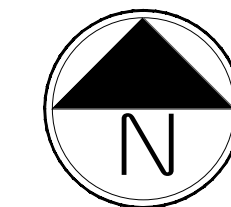
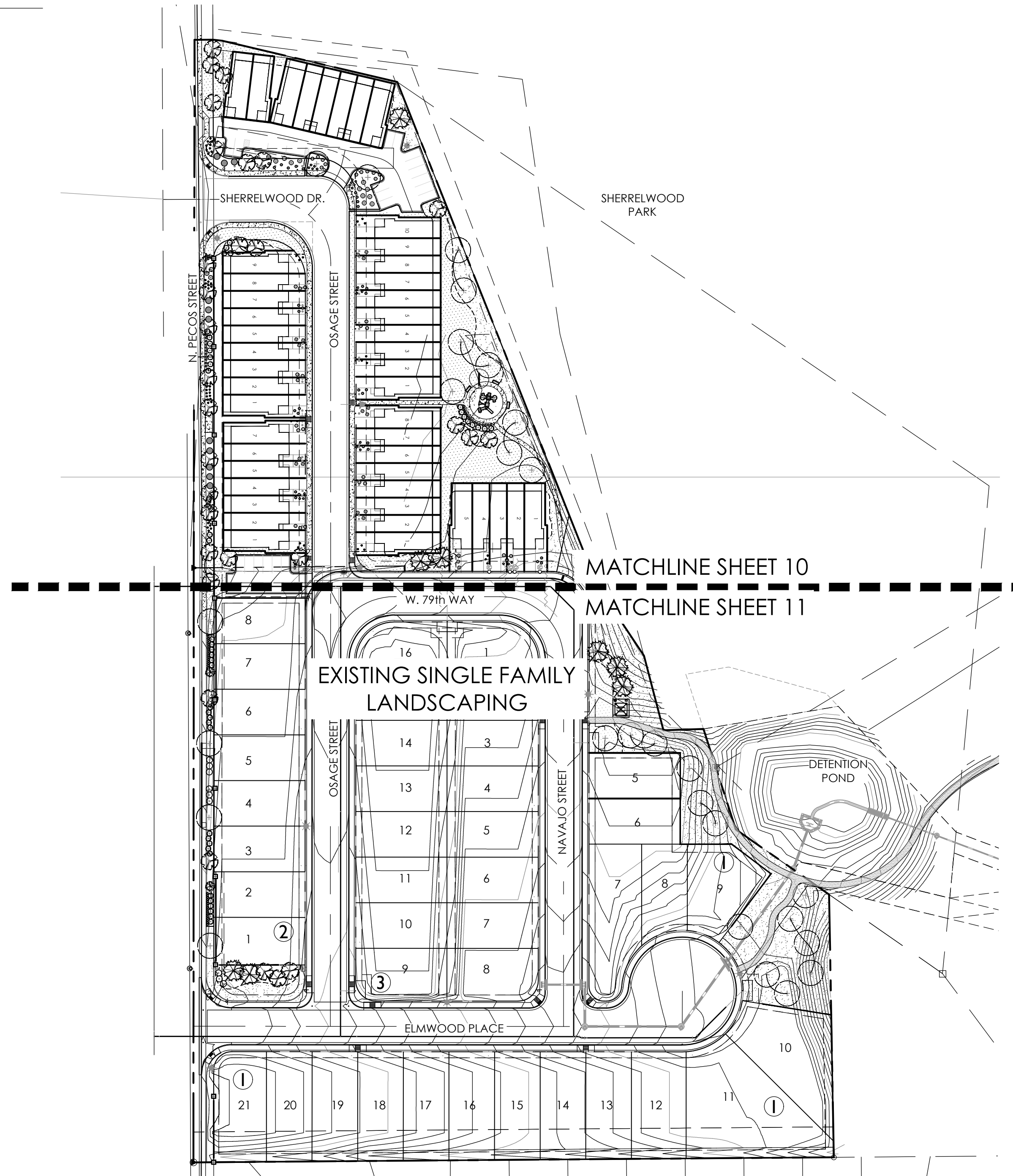
04-11-2022

06-02-2022

NOT FOR  
 CONSTRUCTION

## LEGEND

-  DECIDUOUS TREE
-  ORNAMENTAL TREE
-  EVERGREEN TREE
-  NATIVE SEED
-  CONCRETE WALK
-  TURF
-  STEEL EDGER
-  STREET LIGHT
-  FENCE
-  FENCE COLUMN



Scale: 1" = 80'-0"

0 40 80 160

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SHEET TITLE

TOWNHOME  
 LANDSCAPE  
 PLAN

SHEET NUMBER

10 OF 19



PROJECT NAME

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 ADAMS COUNTY, COLORADO

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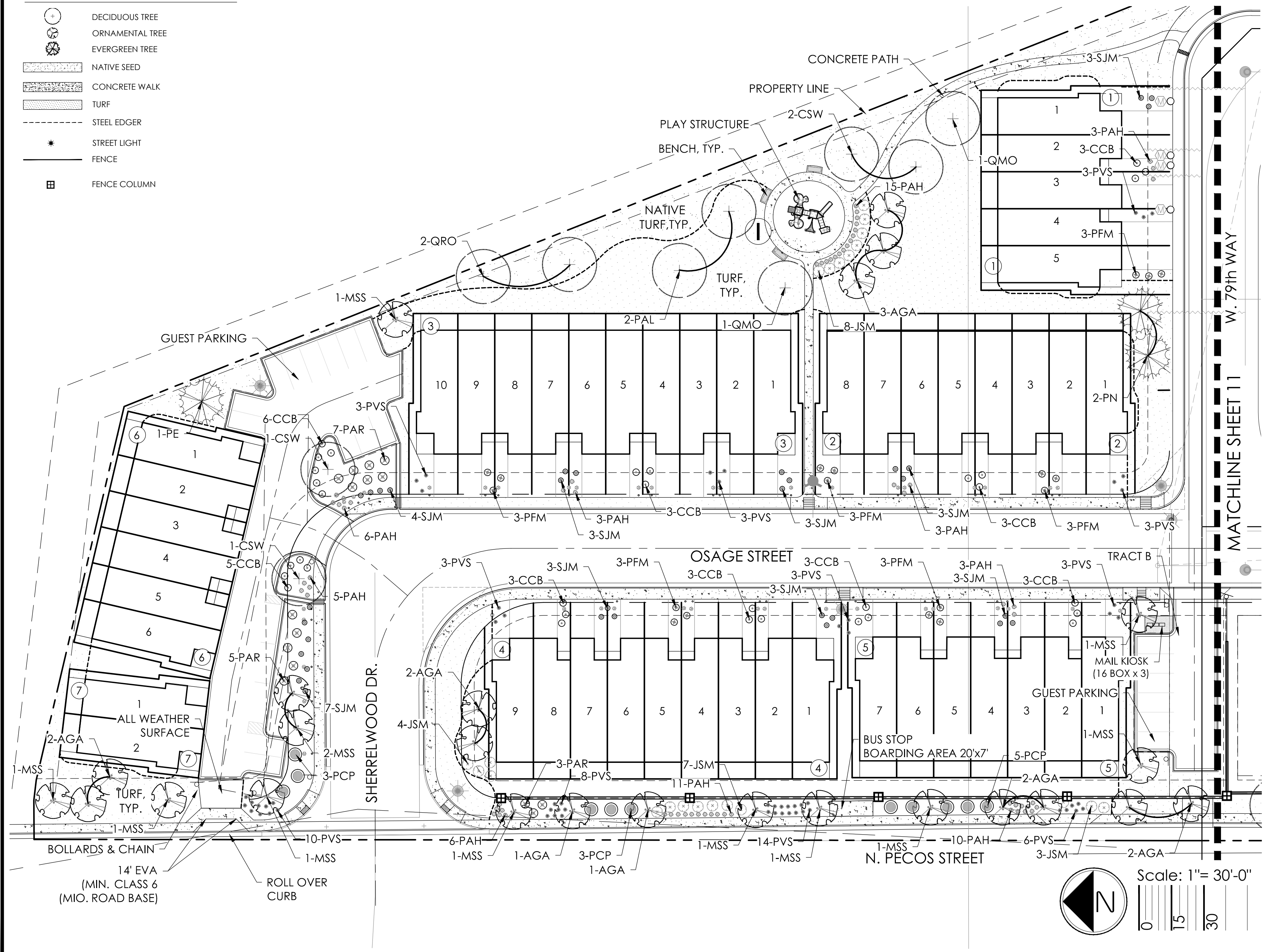
04-11-2022

06-02-2022

NOT FOR  
 CONSTRUCTION

## LEGEND

- DECIDUOUS TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- NATIVE SEED
- CONCRETE WALK
- TURF
- STEEL EDGER
- STREET LIGHT
- FENCE
- FENCE COLUMN



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SFD  
LANDSCAPE  
PLAN

SHEET NUMBER

11 OF 19



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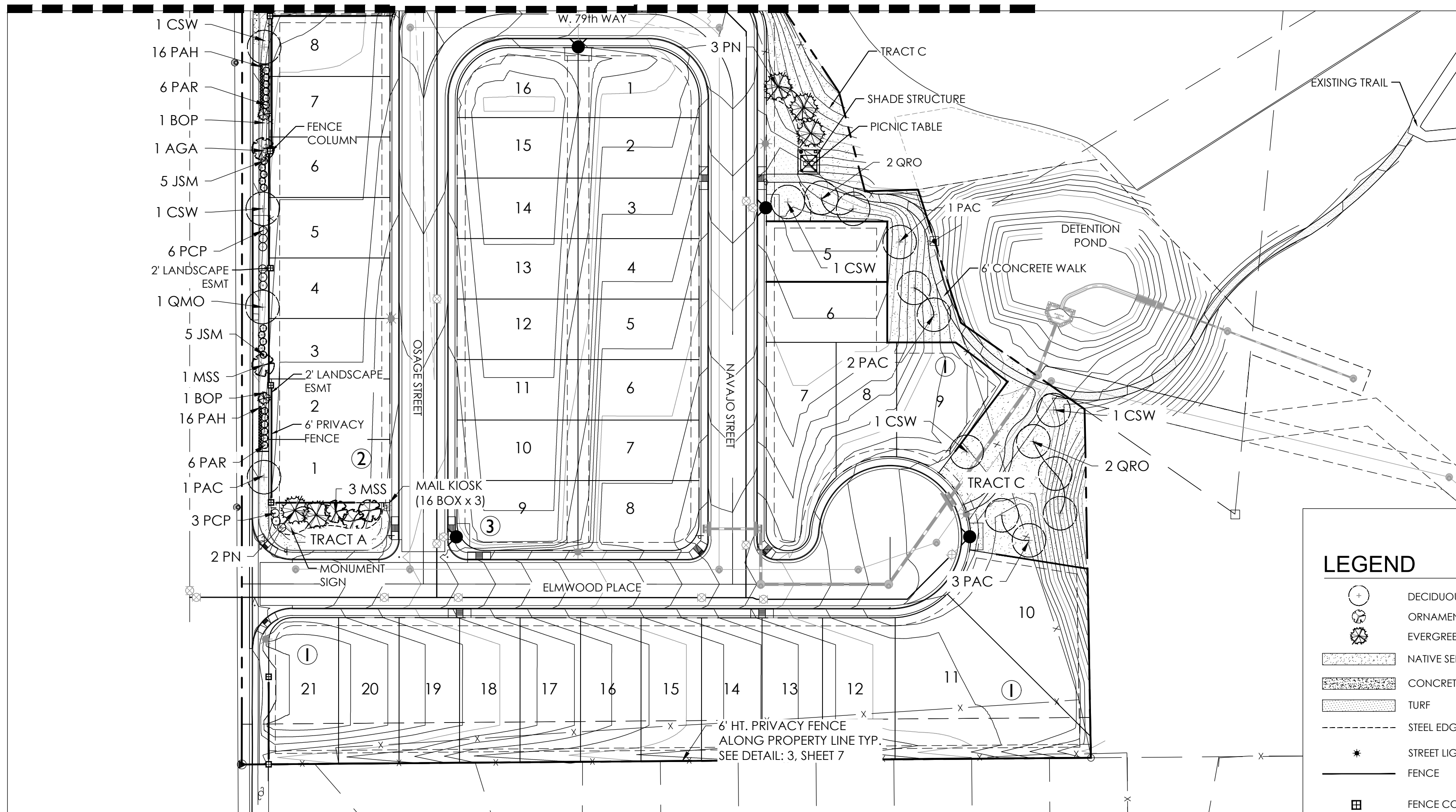
10-16-2020

04-11-2022

06-02-2022

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CONSTRUCTION

MATCHLINE SHEET 10



**LEGEND**

- DECIDUOUS TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- NATIVE SEED
- CONCRETE WALK
- TURF
- STEEL EDGER
- STREET LIGHT
- FENCE
- FENCE COLUMN

Scale: 1" = 60'-0"

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SHEET TITLE

LANDSCAPE DETAILS

SHEET NUMBER

12 OF 19

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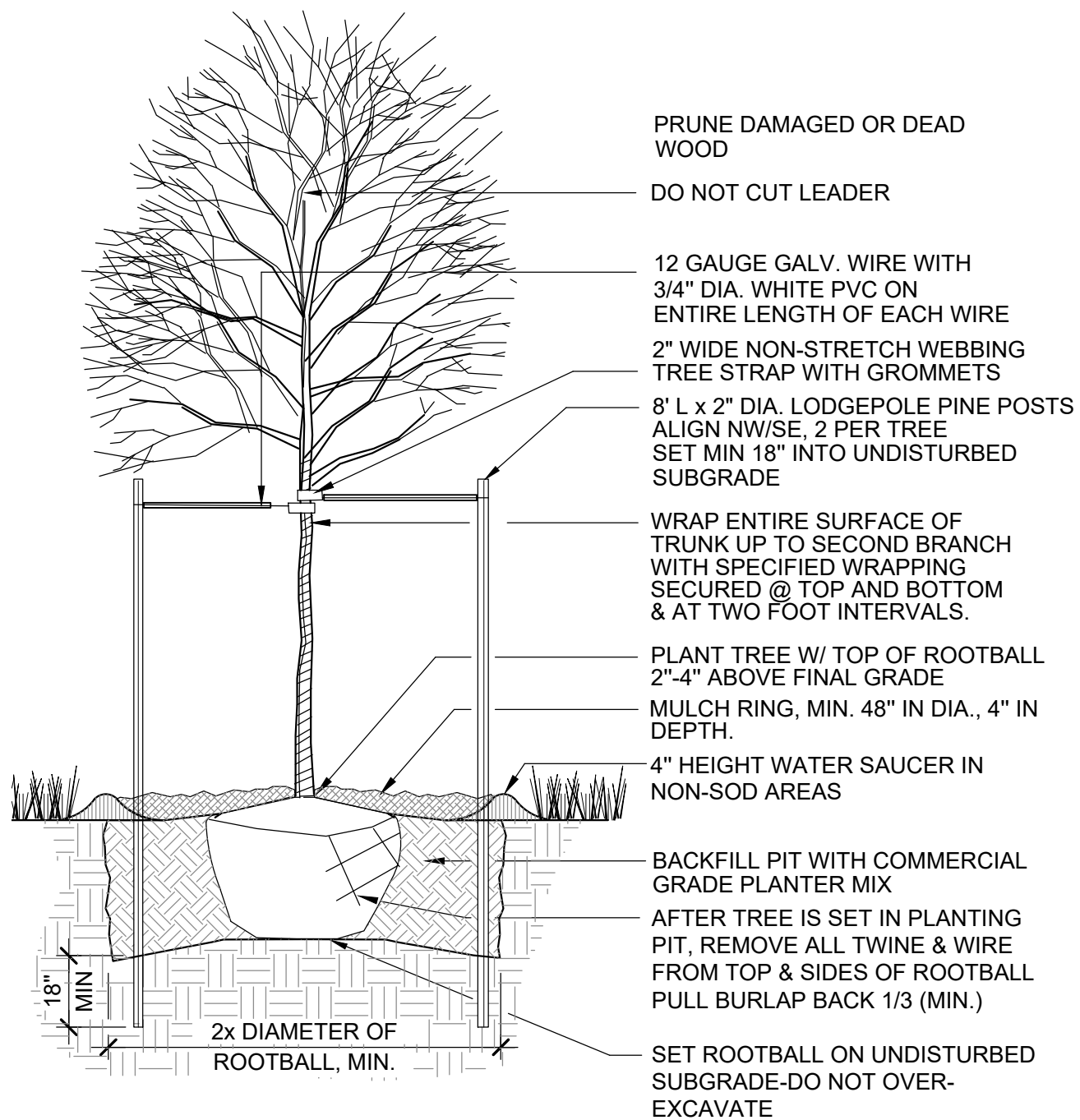
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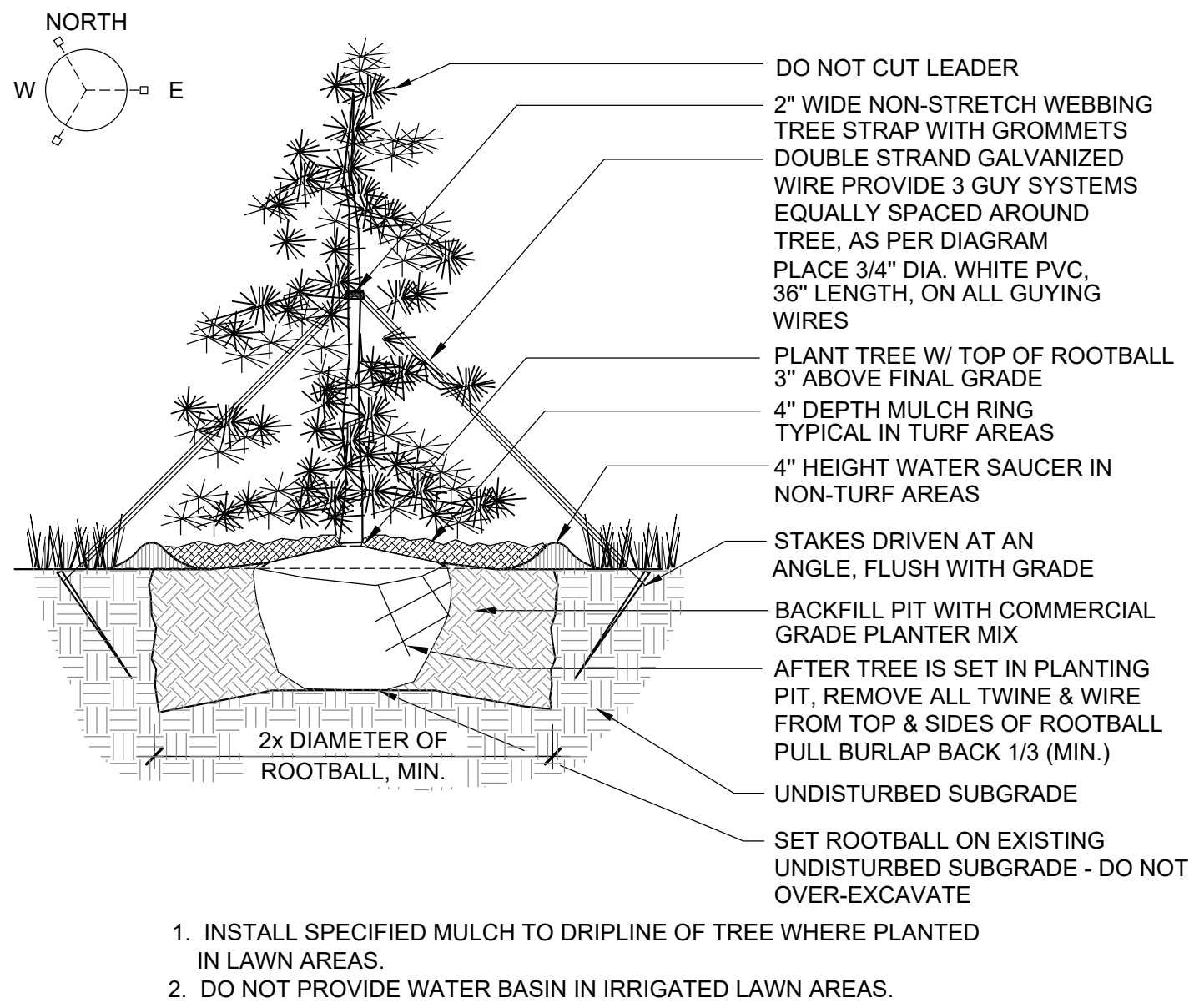
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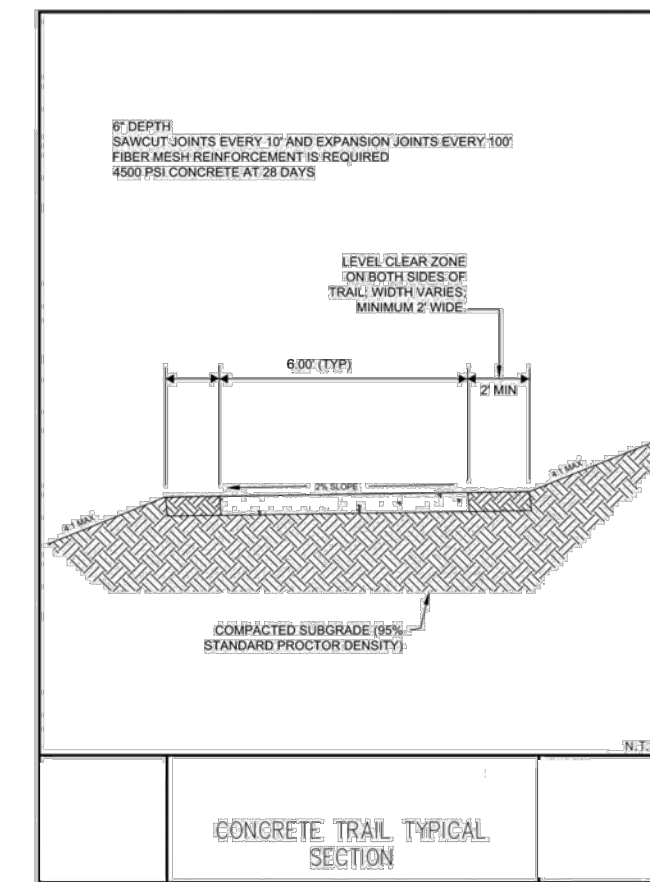
1 DECIDUOUS TREE PLANTING

NOT TO SCALE



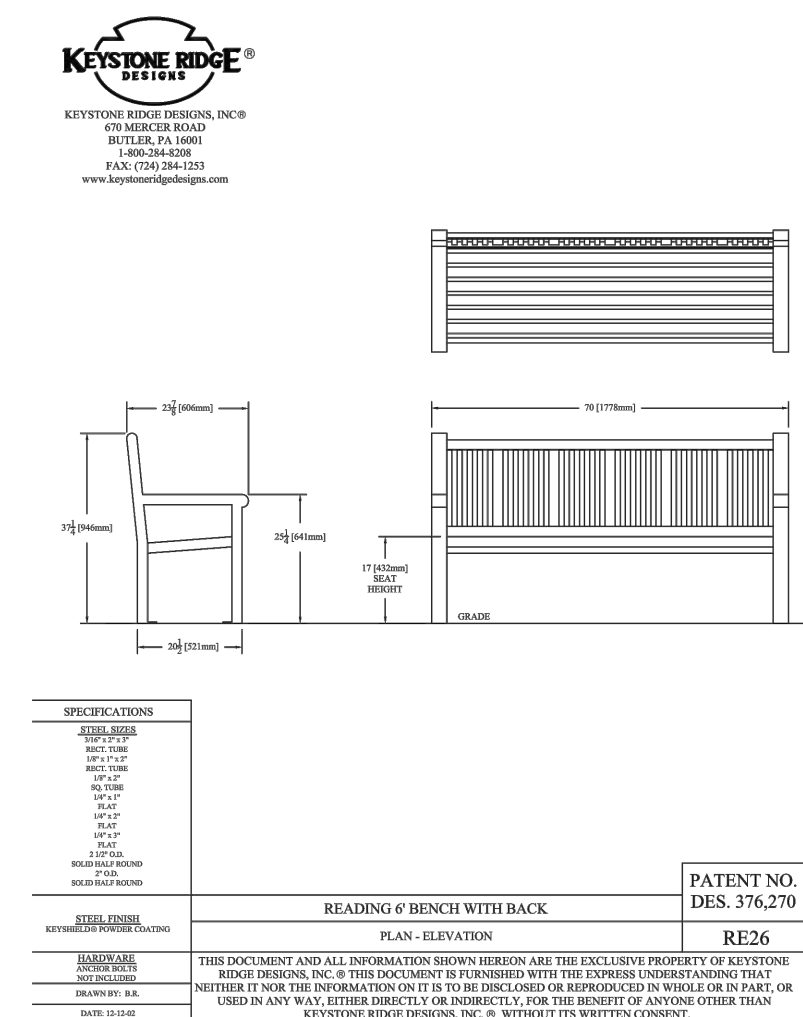
2 EVERGREEN TREE PLANTING

NOT TO SCALE



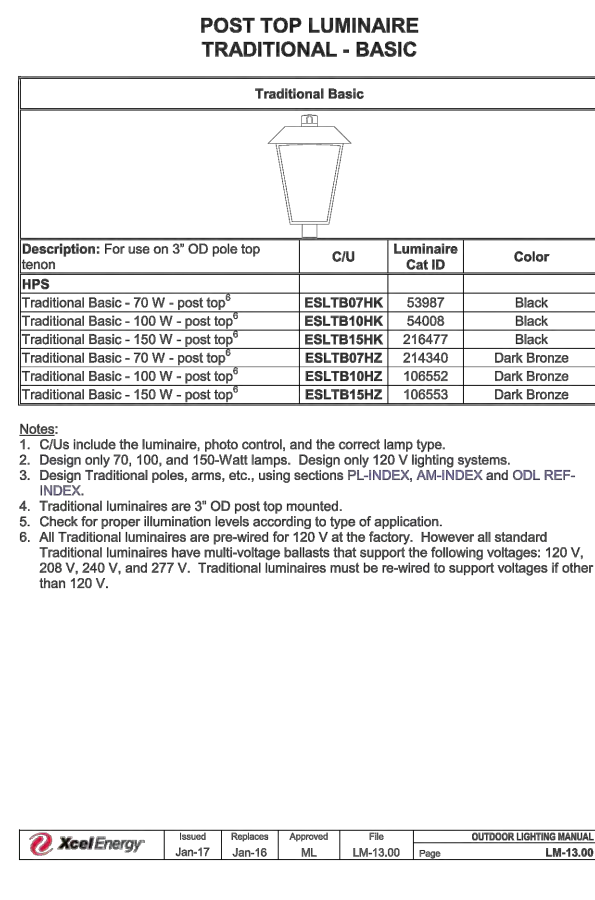
3 6" CONCRETE TRAIL

NOT TO SCALE



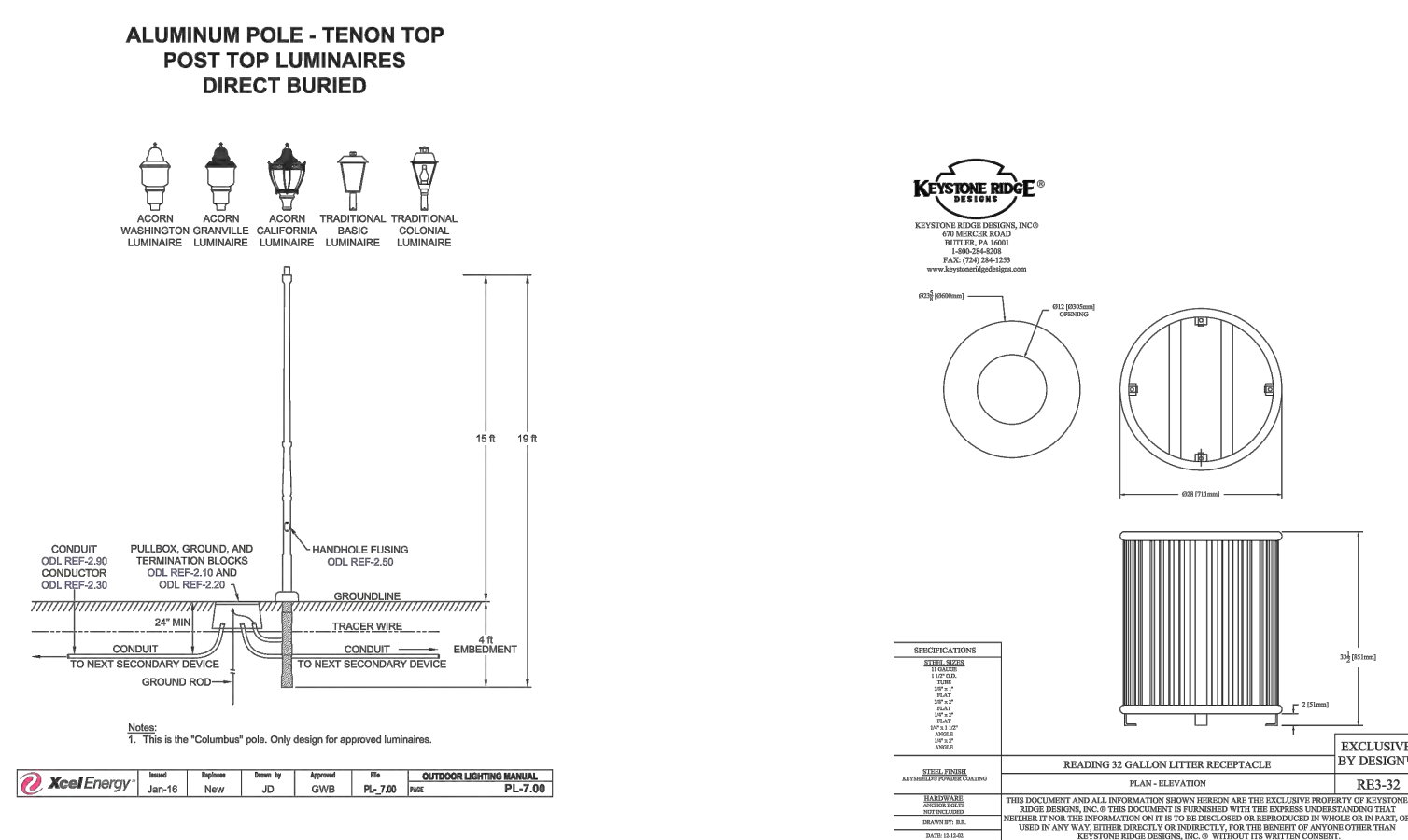
4 6" BENCH

NOT TO SCALE



5 STREET LIGHTING DETAIL

NOT TO SCALE



6 TRASH CAN

NOT TO SCALE

\* ALL IMAGES ARE CONCEPTUAL. FINAL STRUCTURES TO BE DETERMINED

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LANDSCAPE  
 DETAILS

SHEET NUMBER

13 OF 19

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 design  
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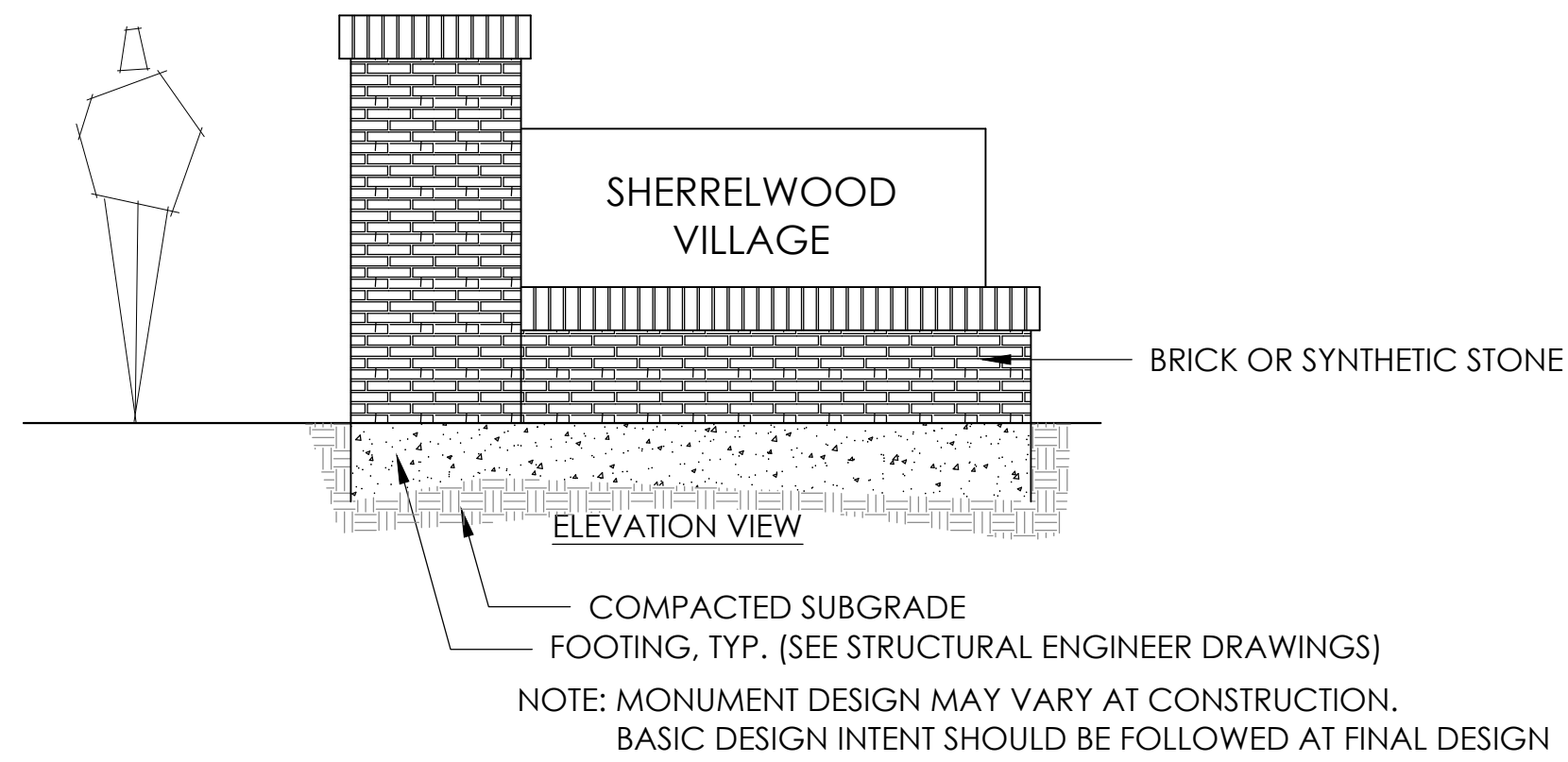
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 CONSTRUCTION



Icon Shelter System  
 Model: SQ12M-P6  
 Pole Color: Surrey Beige  
 Roof Color: Evergreen  
 Roof Type: 24 gauge pre cut metal

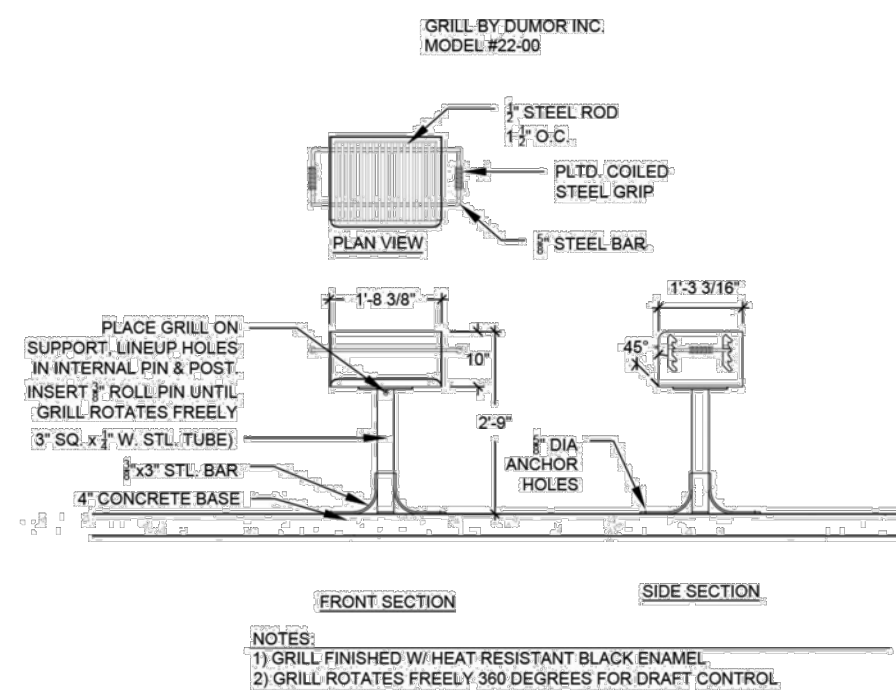


**D PICNIC SHELTER**  
 TYPICAL, BUT SUBJECT TO CHANGE

NOT TO SCALE

**A MONUMENT SIGN**

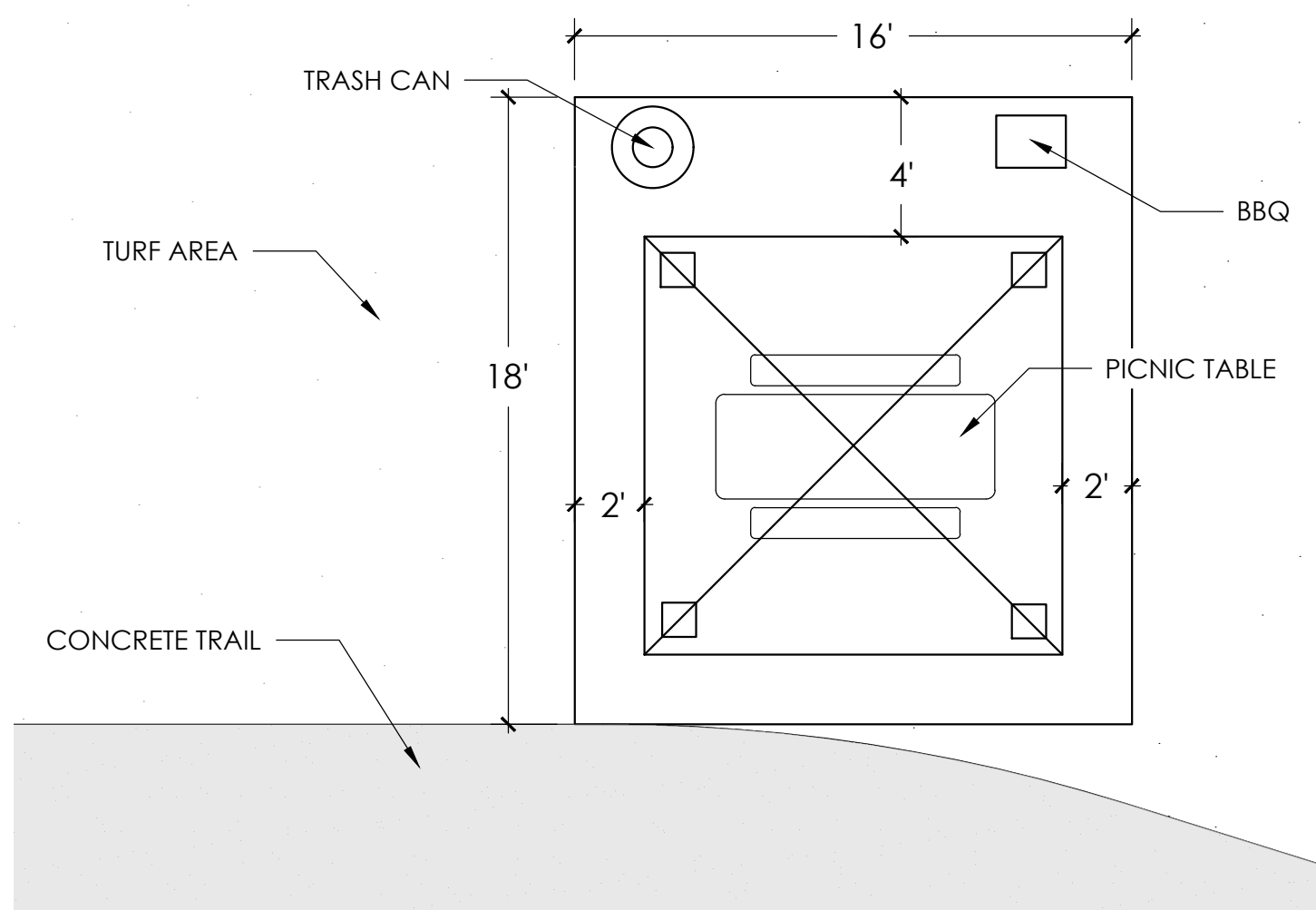
SCALE: 3/8" = 1'



**B BBQ**

TYPICAL, BUT SUBJECT TO CHANGE

NOT TO SCALE



**E TRACT C: ACTIVE RECREATION DETAIL**

TYPICAL, BUT SUBJECT TO CHANGE

SCALE: 1" = 5'



Wausau Table MF1059  
 Contact: Wausau Made  
 wtile@wausautile.com  
 PH: (715) 359-3121  
 FAX: (715) 355-4627

**C PICNIC TABLE**

TYPICAL, BUT SUBJECT TO CHANGE

NOT TO SCALE

\* ALL IMAGES ARE CONCEPTUAL. FINAL STRUCTURES TO BE DETERMINED

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### LANDSCAPE NOTES

- THE HOMEOWNERS OR THEIR SUCCESSORS AND ASSIGNS SHALL MAINTAIN ALL IRRIGATION AND LANDSCAPING WITHIN EACH RESPECTIVE LOT. SEE ALSO 'GENERAL NOTES' 'C' INCLUSIVE.
- FRONT AND SIDE SETBACKS: THE ENTIRE FRONT AND SIDE SETBACKS SHALL BE LANDSCAPED, EXCEPT FOR DRIVEWAYS.
- BACK YARD SETBACK: A MINIMUM OF THIRTY PERCENT (30%) OF THE BACK YARD SHALL BE LANDSCAPED IN SINGLE FAMILY LOTS
- REQUIRED GROUND COVER: A MINIMUM OF THIRTY PERCENT (30%) OF THE REQUIRED FRONT AND SIDE LANDSCAPE AREA MUST BE COVERED BY LIVING GROUND MATERIAL, SUCH AS LOW GROWING GROUND COVER, SHRUBS, OR GRASS, WITHIN ONE (1) YEAR FOLLOWING OCCUPANCY AND THEREAFTER.
- REQUIRED TREES AND SHRUBS: A MINIMUM OF ONE (1) LARGE TREE AND FIVE (5) SHRUBS, OR TWO (2) ORNAMENTAL TREES AND FIVE (5) SHRUBS, SHALL BE REQUIRED FOR EACH SINGLE FAMILY LOT. EVERGREENS SHALL BE CONSIDERED ORNAMENTAL.
- MINIMUM SIZE REQUIREMENTS: MINIMUM SIZE REQUIREMENTS FOR TREES AND SHRUBS SHALL BE:

PLANT TYPE	MATURE HEIGHT	MINIMUM PLANT SIZE AT PLANTING
ORNAMENTALS	LESS THAN 20'	1" TO 1-1/2"
LARGE DECIDUOUS	OVER 20'	2" TO 2-1/2"
EVERGREENS (SM.)	LESS THAN 20'	5' TALL
EVERGREENS (LG.)	OVER 20'	6' TALL
LOW SHRUBS	1' TO 3'	5 GALLON
UPRIGHT SHRUBS	3' TO 10'	5 GALLON

- CONTRACTOR TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO BEFORE DIGGING, INCLUDING BUT NOT LIMITED TO, TRENCHING AND SHRUB AND TREE PLANTING PITS. IF UTILITIES OCCUR AT LOCATIONS OF PROPOSED SHRUBS, OR WITHIN EIGHT (8) FEET OF PROPOSED TREES, THE CONTRACTOR SHALL REPORT SUCH CONDITIONS TO THE OWNER'S REPRESENTATIVE. DAMAGE TO EXISTING UTILITIES BY THE LANDSCAPE CONTRACTOR IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- ALL SHRUB BEDS TO BE CONTAINED WITH GREEN 4" DEPTH, 3/16" THICK PRO STEEL EDGING.
- INSTALL 3" DEPTH OF 3/4" CRUSHED GRANITE MULCH OVER SPUNBOND POLYESTER FABRIC IN ALL SHRUB BEDS.
- BLUEGRASS TURF AREAS, NATIVE GRASS AREAS AND SHRUB BEDS SHALL BE PREPARED WITH ASPEN RICH COMPOST OR AN APPROVED EQUAL AT A RATE OF 3 CUBIC YARDS PER 1,000 SQUARE FEET. THIS PREPARATION SHALL BE THOROUGHLY INCORPORATED INTO THE TOP 6" OF SOIL.
- TURF AND SHRUB BEDS SHALL BE IRRIGATED WITH AN UNDERGROUND AUTOMATED IRRIGATION SYSTEM AND SHALL PROVIDE HEAD TO HEAD COVERAGE. NATIVE SEED AREAS DO NOT REQUIRE PERMANENT IRRIGATION.

### LANDSCAPE INSTALLATION & MAINTENANCE CHART

INSTALLATION AND MAINTENANCE		
AREA	INSTALLATION	MAINTENANCE
TOWNHOME LOTS 1-2 WITHIN BLOCKS 1-7	OWNER/DEVELOPER	HOA
TRACT A AND C OF SHERRELWOOD VILLAGE	OWNER/DEVELOPER	HOA
TRACT A AND B OF ELMWOOD NORTH FILING NO.1	OWNER/DEVELOPER	HOA
LANDSCAPE ADJACENT TO:		
BLOCK 1: LOTS 1-21	BUILDER	HOMEOWNER
BLOCK 2: LOTS 1-8	BUILDER	HOMEOWNER
BLOCK 3: LOTS 1-16	BUILDER	HOMEOWNER
NORTH PECOS STREET	OWNER/DEVELOPER	HOA
LANDSCAPE EASEMENT ALONG PECOS ST	OWNER/DEVELOPER	HOA

### PLANT LIST

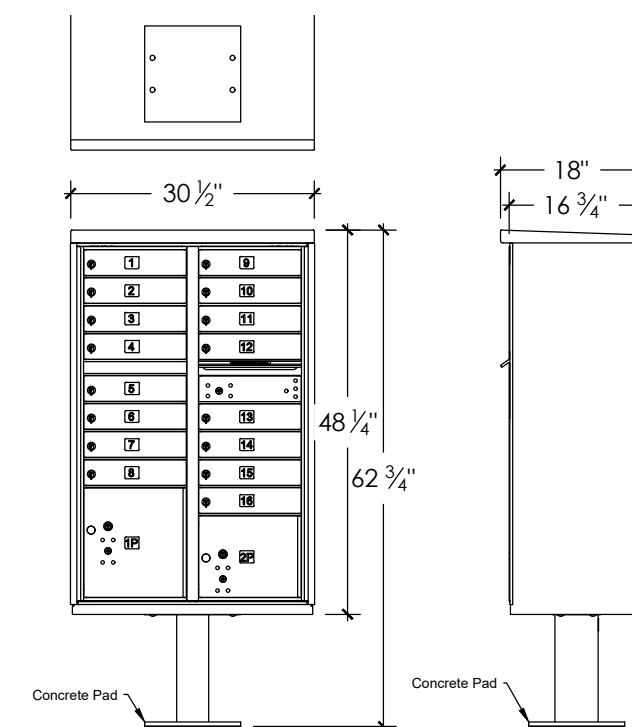
QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE	QUALITY
<b>DECIDUOUS SHADE TREES</b>					
9	CSW	CATALPA SPECIOSA	WESTERN CATALPA	2.5" CAL	B&B, SPECIMEN QUALITY
6	QRO	QUERCUS ROBUR	ENGLISH OAK	2.5" CAL	B&B, SPECIMEN QUALITY
3	QMO	QUERCUS MACROCARPA	BUR OAK	2.5" CAL	B&B, SPECIMEN QUALITY
9	PAL	POPULUS X ACUMINATA	LANCELEAF COTTONWOOD	2.5" CAL	B&B, SPECIMEN QUALITY
<b>DECIDUOUS ORNAMENTAL TREES</b>					
14	AGA	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2" CAL	B&B, SPECIMEN QUALITY
15	MSS	MALUS X 'SPRING SNOW'	SPRING SNOW CRABAPPLE	2" CAL	B&B, SPECIMEN QUALITY
<b>EVERGREEN TREES</b>					
2	BOP	PINUS HEIDREICHII	BOSNIAN PINE	8' HT	B&B, SPECIMEN QUALITY
7	PN	PINUS NIGRA	AUSTRIAN PINE	8' HT	B&B, SPECIMEN QUALITY
1	PE	PINUS EDULIS	PINON PINE	8' HT	B&B, SPECIMEN QUALITY
<b>EVERGREEN SHRUBS</b>					
56	JSM	JUNIPERUS SCOPULORUM 'MEDORA'	MEDORA JUNIPER	5 GAL	CONT.
<b>DECIDUOUS SHRUBS</b>					
32	CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST SPIRAEA	5 GAL	CONT.
27	PAR	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	5 GAL	CONT.
20	PCP	PRUNUS X CISTENA	PURPLE-LEAF SAND CHERRY	5 GAL	CONT.
18	PFM	POTENTILLA FRUTICOSA GOLD DROP	GOLD DROP POTENTILLA	5 GAL	CONT.
32	SJM	SPIREA JAPONICA, MAGIC CARPET	SPIREA, MAGIC CARPET	5 GAL	CONT.
<b>GRASSES</b>					
130	PAH	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	5 GAL	CONT.
59	PVS	PANNICUM VIRGATUM, SHENANDOAH	SWITCHGRASS, SHENANDOAH	5 GAL	CONT.

\* ALL IMAGES ARE CONCEPTUAL. FINAL STRUCTURES TO BE DETERMINED



### 1 PLAY STRUCTURE

IMAGES FOR REFERENCE ONLY



- NOTES:
- MODEL # 3300 SERIES "F" CBU OR APPROVED EQUAL
  - COLOR TO BE SANDSTONE
  - (16) MAILBOXES, (1) OUTGOING, (2) PARCEL LOCKERS
  - MANUFACTURER: SALSBUURY INDUSTRIES  
1010 E. 62ND STREET  
LOS ANGELES, CA 90001  
P: (800) 624-5269  
ENGINEERING@MAILBOXES.COM

### 2 MAIL KIOSK

NOT TO SCALE

### TOWNHOME LANDSCAPE REQUIREMENTS

TOWNHOME LANDSCAPING AREA				
AREA (SF)	TREES REQUIRED (1/1500SF)	TREES PROVIDED	SHRUBS REQUIRED (2/1500 SF)	SHRUBS PROVIDED
45,154	30	38	60	83

REQUIRED LOT LANDSCAPING					
AREA	LOT AREA	REQUIRED LANDSCAPING (10% OF LOT AREA)	TOTAL LANDSCAPE AREA PROVIDED	ROW REQUIRED LANDSCAPING (50% OF REQUIRED LANDSCAPE)	ROW LANDSCAPE AREA PROVIDED
TOWNHOMES	68,812	6,881	44,926	3,441	8,100

STREE FRONTAGE LANDSCAPING							
AREA	LENGTH (LF)	DEPTH OF LANDSCAPE (LF)	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED	
TOWNHOME LOTS (OPTION 4)	505	13	11	15	26	39	

- NOTES:
- OPTION 4 REQUIRES 2 TREES AND 5 SHRUBS EVERY 40 LF
  - SHRUB EQUIVALENT: (1) 5 GAL SHRUB = (3) 1 GAL GRASSES

SHEET TITLE

LANDSCAPE DETAILS

SHEET NUMBER

14 OF 19



PROJECT NAME

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ADAMS COUNTY, COLORADO

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 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

Case No. PRC2021-00005

SHEET TITLE

SAMPLE TOWNHOME EXHIBIT

SHEET NUMBER

15 OF 19

terraccina  
 design  
 10200 E. Girard Ave., A-314  
 Denver, CO 80231  
 ph: 303.632.8867

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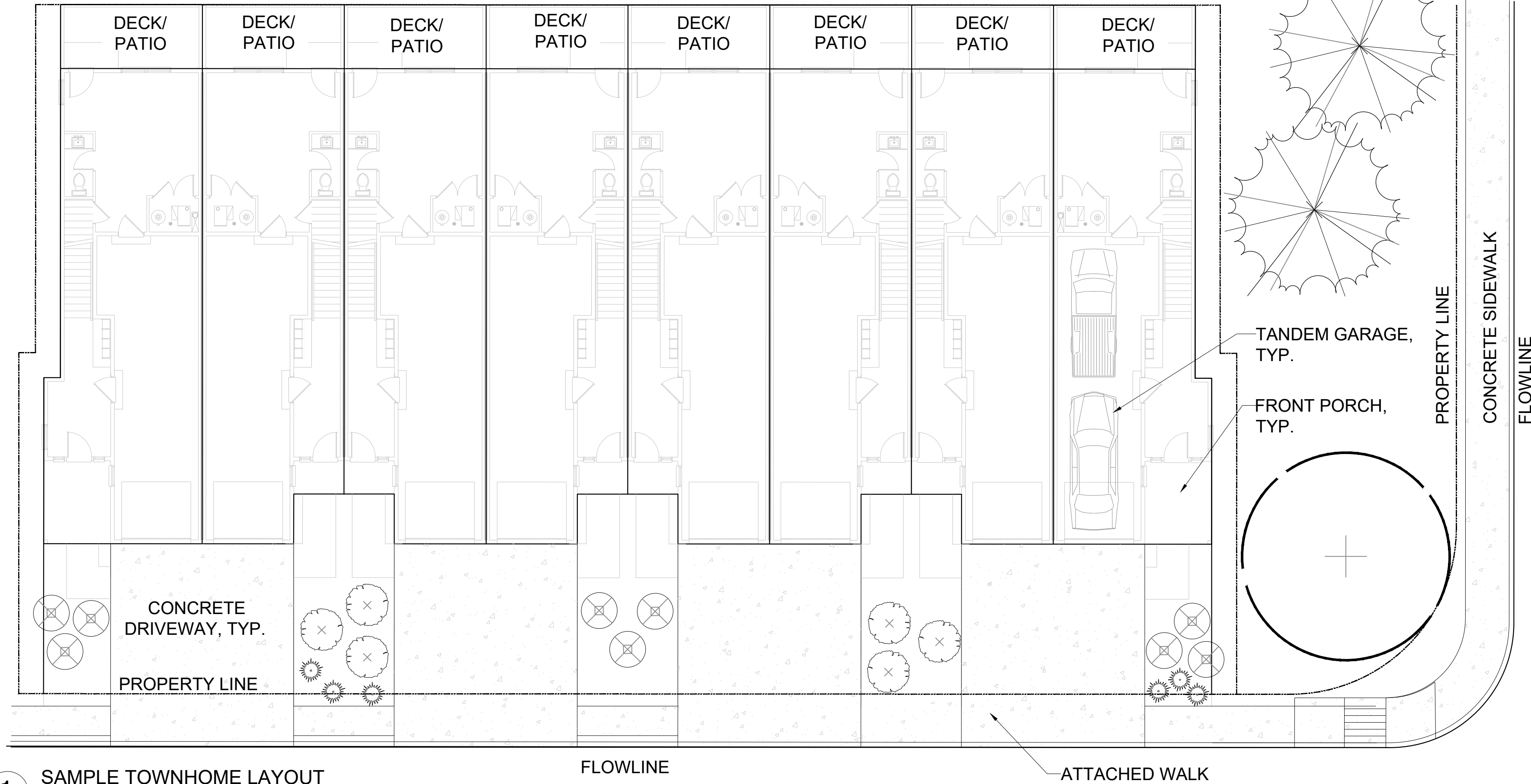
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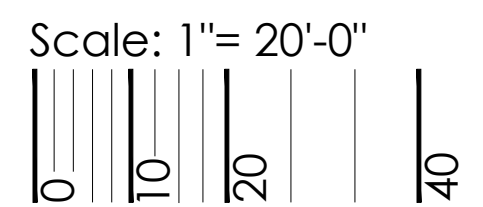
## LANDSCAPE LEGEND

-   SHRUBS
-  ORNAMENTAL GRASSES



**1** SAMPLE TOWNHOME LAYOUT

\*ACTUAL PLANS MAY VARY & WILL COMPLY WITH THE STANDARDS HEREON



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# SHERRELWOOD VILLAGE

Case No. PRC2021-00005

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1  
 PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH  
 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

SHEET TITLE

SINGLE FAMILY  
 ARCHITECTURAL  
 STANDARDS

SHEET NUMBER

16 OF 19



PROJECT NAME

SHERRELWOOD VILLAGE  
 FINAL DEVELOPMENT PLAN- AMENDMENT 1  
 ADAMS COUNTY, COLORADO

ISSUE DATE

10-16-2020

04-11-2022

06-02-2022

NOT FOR  
 CONSTRUCTION

## SINGLE FAMILY ARCHITECTURAL STANDARDS

- 1.1 Facades
- a. A minimum of thirty percent (30%) of the homes in Roush Village (14 homes) shall have an area equivalent to at least 20 percent of the first floor front façade elevation (excluding window and door areas and related trim areas) clad in brick, stone, stucco, or other approved masonry materials.
  - b. All facades shall have durable siding materials which may include vinyl, cement fiber, engineered wood composite, stucco, rust resistant architectural metals or a combination of the above.
  - c. Material diversity is required. A minimum of two different materials shall be incorporated in each elevation. Variations of the same material (scallops, fish-scale, lap siding, board and batten) of the same or different color will be considered different materials. The coverage of the second material does not need to be evenly distributed.
  - d. Each elevation shall have a minimum window area of 20 square feet. Garage, basement or entry door windows shall not be used to satisfy the window requirement. There shall be no windowless elevations.
- 1.2 Roofs
- a. The homes shall have a minimum pitch on the predominant roof planes of at least 4:12 (excluding dormers, porch roofs, and other extensions).
  - b. Acceptable roofing materials includes architectural grade composition roofing.
  - c. All rooftop equipment, including without limitation HVAC units, swamp coolers and antennas, shall not be placed on the street facing portion of the roof. This standard does not apply to those items listed below.
  - d. Piping, venting, flashing, solar panel frames, and other rooftop equipment exposed to view shall be finished to match the roof surface color or otherwise designed to blend with the roof surface.
- 1.3 Windows and Doors
- a. Each window that is not located in a portion of the wall clad in masonry shall have either:
    - i. A minimum four-inch nominal wide wood trim border.
    - ii. Shutters a minimum of 12-inches wide.
  - b. Window frames other than wood shall be either anodized, electrostatically-painted, vinyl clad or vinyl. Unpainted aluminum window frames are prohibited except for basement windows. Wood frames shall be painted, sealed or stained.
  - c. Each door that is not located in a portion of the wall clad in masonry shall have a minimum four-inch nominal wide wood trim border.



**1** MODEL 1 ELEVATION A  
 ACTUAL ELEVATIONS WILL VARY & WILL COMPLY WITH THE STANDARDS HEREON



**2** MODEL 1 ELEVATION B  
 ACTUAL ELEVATIONS WILL VARY & WILL COMPLY WITH THE STANDARDS HEREON

### SINGLE FAMILY (MODEL 1)

- 1,480 S.F.
- 3 BEDROOMS
- 2.5 BATHROOMS
- 2 GARAGE STALLS (TANDEM)



**3** MODEL 2 ELEVATION A  
 ACTUAL ELEVATIONS WILL VARY & WILL COMPLY WITH THE STANDARDS HEREON



**4** MODEL 2 ELEVATION B  
 ACTUAL ELEVATIONS WILL VARY & WILL COMPLY WITH THE STANDARDS HEREON

### SINGLE FAMILY (MODEL 2)

- 1,950 S.F.
- 4 BEDROOMS
- 2.5 BATHROOMS
- 2 GARAGE STALLS



# SHERRELWOOD VILLAGE

Case No. PRC2021-00005

SHEET TITLE

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1  
 PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH  
 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

TOWNHOME  
 ARCHITECTURAL  
 STANDARDS

SHEET NUMBER

## TOWNHOME ARCHITECTURAL STANDARDS

17 OF 19

- 1.1 Facades
  - a. Each unit shall have 75 percent of the first floor front façade elevation (excluding window and door areas and related trim areas) clad in brick, stone, stucco, or other approved masonry materials.
  - b. All facades shall have durable siding materials which may include vinyl, cement fiber, engineered wood composite, stucco, rust resistant architectural metals or a combination of the above.
  - c. Material diversity is required. A minimum of two different materials shall be incorporated in each elevation. Variations of the same material (scallops, fish-scale, lap siding, board and batten) of the same or different color will be considered different materials. The coverage of the second material does not need to be evenly distributed.
  - d. Each unit elevation shall have a minimum window area of 100 square feet. Garage, basement or entry door windows shall not be used to satisfy the window requirement. There shall be no windowless elevations.
  - e. Rear elevations shall include second story balconies and first floor patios. Second story balconies shall include railings. Privacy walls between all balconies and patios shall be provided.
- 1.2 Roofs
  - a. Each unit shall have a minimum pitch on the predominant roof planes of at least 1:7 (excluding dormers, porch roofs, and other extensions).
  - b. Acceptable roofing materials includes architectural grade composition roofing.
  - c. All rooftop equipment, including without limitation HVAC units, swamp coolers and antennas, shall not be placed on the street facing portion of the roof. This standard does not apply to those items listed below.
  - d. Piping, venting, flashing, solar panel frames, and other rooftop equipment exposed to view shall be finished to match the roof surface color or otherwise designed to blend with the roof surface.
- 1.3 Windows and Doors
  - a. Each window that is not located in a portion of the wall clad in masonry shall have:
    - i. A minimum two-inch nominal wide wood trim border.
    - ii. Window frames other than wood shall be either anodized, electrostatically-painted, vinyl clad or vinyl. Unpainted aluminum window frames are prohibited. Wood frames shall be painted, sealed or stained.
  - ij. Each door that is not located in a portion of the wall clad in masonry shall have a minimum two-inch nominal wide border.



PROJECT NAME

**SHERRELWOOD VILLAGE**  
 FINAL DEVELOPMENT PLAN- AMENDMENT 1  
 ADAMS COUNTY, COLORADO

ISSUE DATE

10-16-2020

04-11-2022

06-02-2022

NOT FOR  
 CONSTRUCTION



**1 TYPICAL FRONT ELEVATION**  
 1/8"=1' (THESE ELEVATIONS ARE CONCEPTUAL ONLY. MINOR MODIFICATION CAN BE MADE AT TIME OF CONSTRUCTION)

### TYPICAL TOWNHOME UNIT

- 1,700-2,300 S.F.
- 3 BEDROOMS
- 2.5 BATHROOMS
- 2 TANDEM GARAGE STALLS

# SHERRELWOOD VILLAGE

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1  
 PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH  
 PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

Case No. PRC2021-00005

SHEET TITLE

TOWNHOME  
 ARCHITECTURAL  
 STANDARDS

SHEET NUMBER

18 OF 19

terraccina  
 design  
 10200 E. Girard Ave., A-314  
 Denver, CO 80231  
 ph: 303.632.8867

PROJECT NAME

SHERRELWOOD VILLAGE  
 FINAL DEVELOPMENT PLAN- AMENDMENT 1  
 ADAMS COUNTY, COLORADO

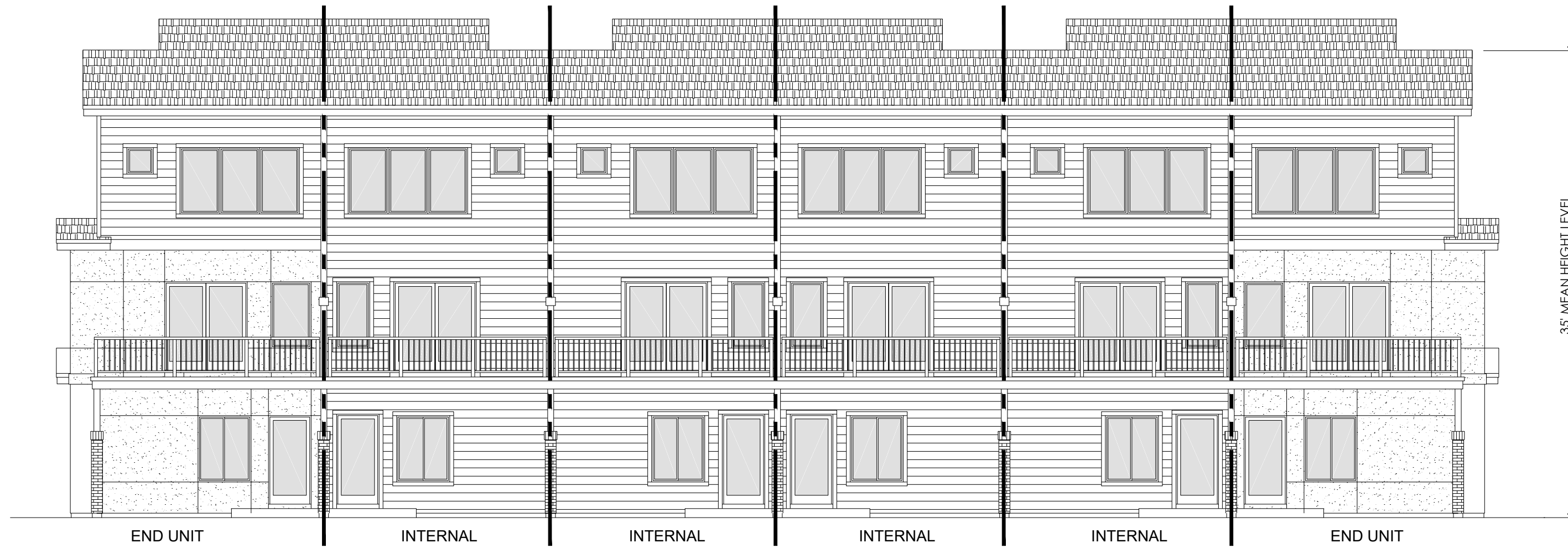
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10-16-2020

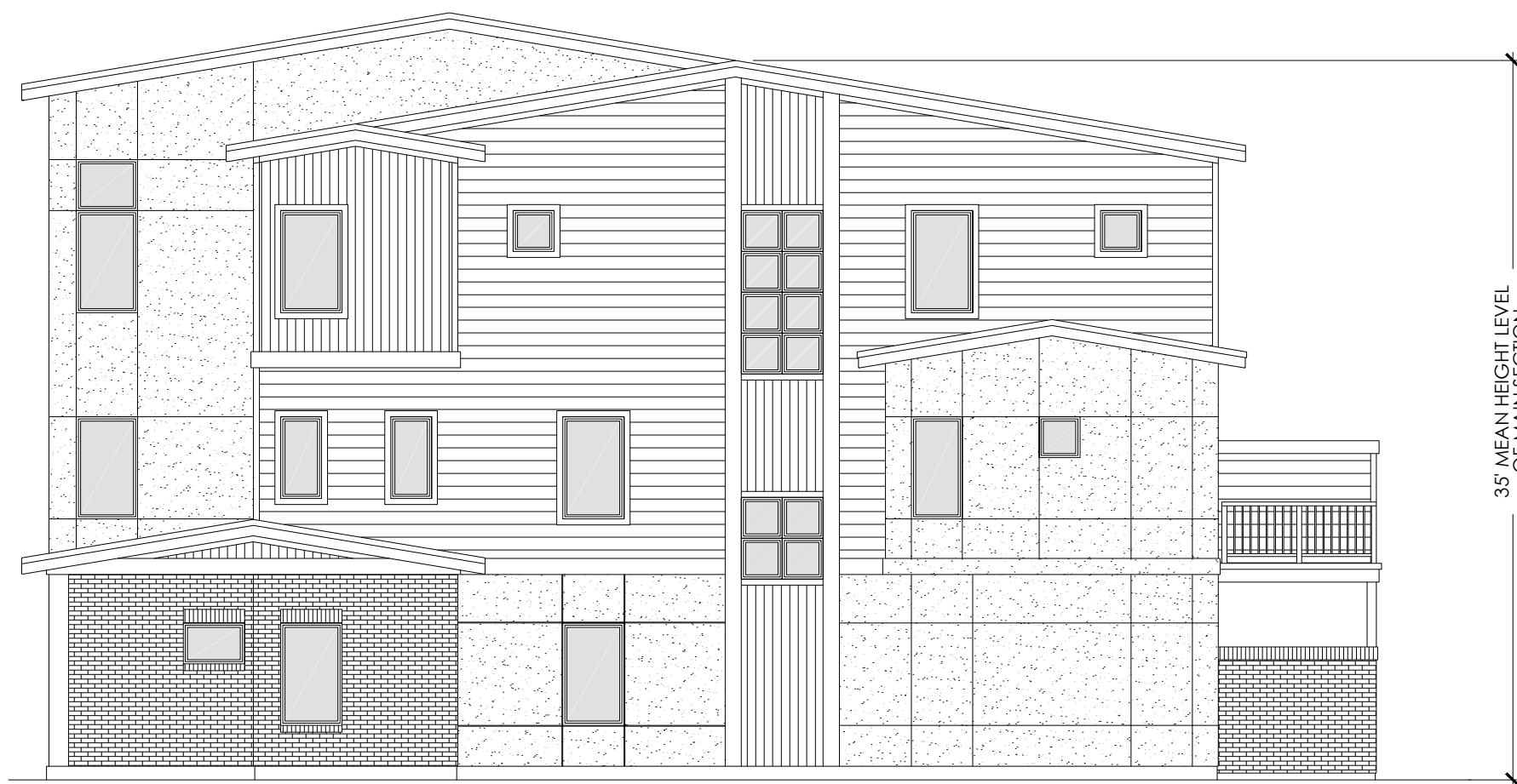
04-11-2022

06-02-2022

NOT FOR  
 CONSTRUCTION



**1 TYPICAL REAR ELEVATION**  
 1/8"=1' (THESE ELEVATIONS ARE CONCEPTUAL ONLY. MINOR MODIFICATION CAN BE MADE AT TIME OF CONSTRUCTION)



**2 TYPICAL RIGHT SIDE ELEVATION**  
 1/8"=1' (THESE ELEVATIONS ARE CONCEPTUAL ONLY. MINOR MODIFICATION CAN BE MADE AT TIME OF CONSTRUCTION)



**3 TYPICAL LEFT SIDE ELEVATION**  
 1/8"=1' (THESE ELEVATIONS ARE CONCEPTUAL ONLY. MINOR MODIFICATION CAN BE MADE AT TIME OF CONSTRUCTION)

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# SHERRELWOOD VILLAGE

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN - AMENDMENT 1

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

Case No. PRC2021-00005

SHEET TITLE

ADDRESS SHEET

SHEET NUMBER

19 OF 19



PROJECT NAME

**SHERRELWOOD VILLAGE**  
FINAL DEVELOPMENT PLAN- AMENDMENT 1  
ADAMS COUNTY, COLORADO

ISSUE DATE




10-16-2020

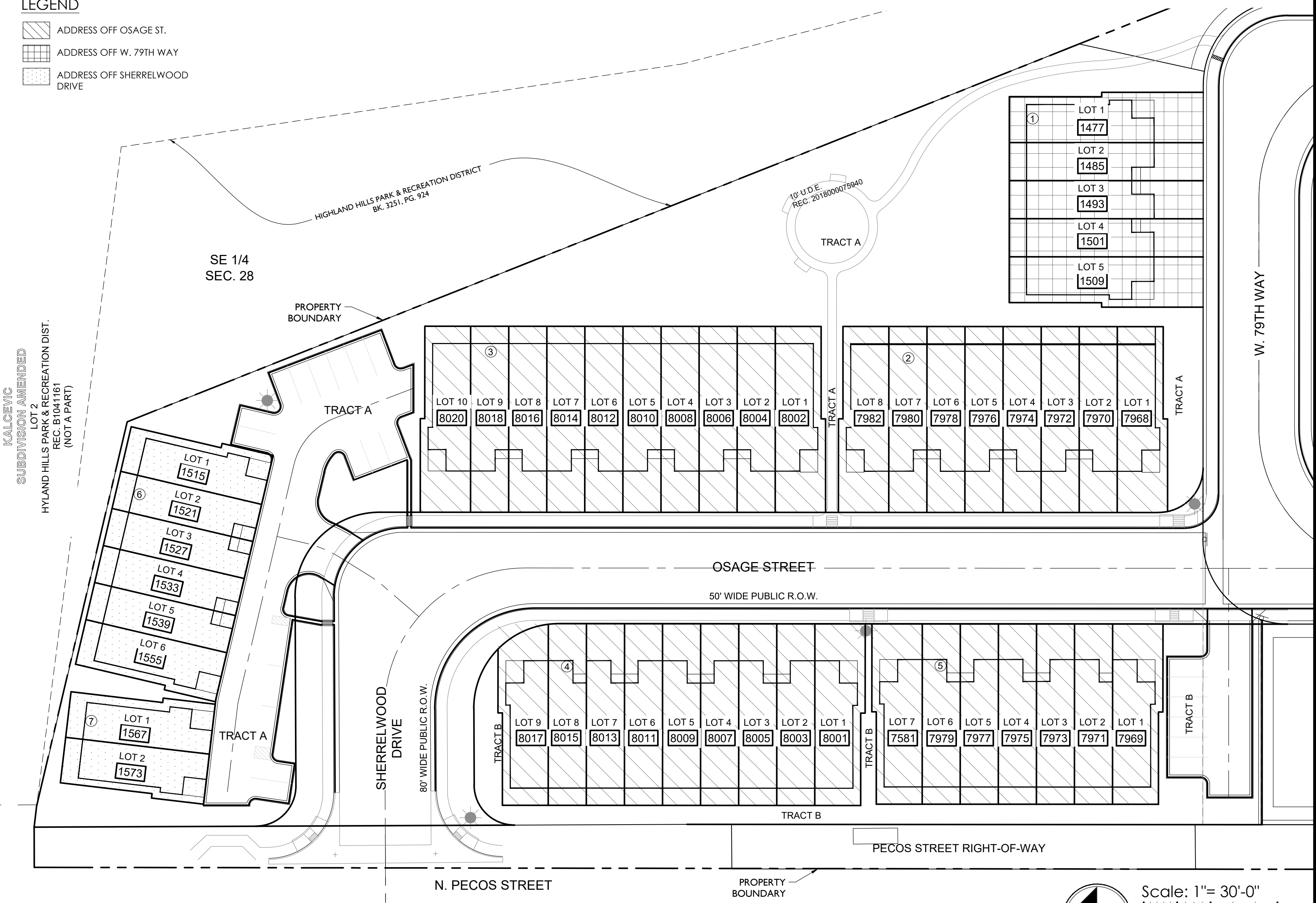
04-11-2022

06-02-2022

NOT FOR CONSTRUCTION

### LEGEND

-  ADDRESS OFF OSAGE ST.
-  ADDRESS OFF W. 79TH WAY
-  ADDRESS OFF SHERRELWOOD DRIVE



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# ELMWOOD NORTH FILING NO. 1

CASE NO. PRC2021-00005

## PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

### PRELIMINARY PLAT SHEET 1 OF 5

#### LEGAL DESCRIPTION AND DEDICATION STATEMENT

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE OWNERS OF A PARCEL OF LAND BEING LOT 1, BLOCK 4, SHERRELWOOD VILLAGE FILING NO. 1 - CORRECTION PLAT NO. 1, TOGETHER WITH THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073502 AND THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000075343, ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, BOTH IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°30'30" E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE N 89°30'30" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE N 00°14'47" W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3254 AT PAGE 139; THENCE S 82°41'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 8.12 FEET TO THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D, THE FOLLOWING TWO (2) COURSES:

- S 76°46'56" E, A DISTANCE OF 178.56 FEET;
- S 21°38'59" E, ALONG THE EAST LINES OF SAID PARCEL DESCRIBED IN BOOK 3254 AT PAGE 139 AND SAID SHERRELWOOD VILLAGE FILING NO. 1 - CORRECTION PLAT NO. 1, A DISTANCE OF 459.50 FEET TO THE EAST CORNER OF LOT 1, BLOCK 4, SAID SHERRELWOOD VILLAGE FILING NO. 1 - CORRECTION PLAT NO. 1;

THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID LOT 1, BLOCK 4, THE FOLLOWING ELEVEN (11) COURSES:

- S 12°19'21" W, A DISTANCE OF 57.53 FEET TO A POINT ON THE NORTH LINE OF WEST 79TH WAY RIGHT-OF-WAY, AS DEDICATED BY SHERRELWOOD VILLAGE PLAT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 AND A POINT OF NON-TANGENT CURVATURE;
- ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 09°04'20" AND AN ARC LENGTH OF 6.02 FEET, THE CHORD OF WHICH BEARS N 85°25'57" W, A DISTANCE OF 6.02 FEET;
- N 89°58'07" W, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
- ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 59.69 FEET;
- N 00°01'53" E, A DISTANCE OF 11.47;
- N 89°58'07" W, A DISTANCE OF 90.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;
- N 00°01'53" E, ALONG SAID EAST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 2019000073502;
- S 89°30'30" W, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
- N 00°01'53" E, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO A POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
- N 89°30'30" E, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;

THENCE N 00°01'53" E, ALONG SAID EAST LINE AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 143,370 SQUARE FEET OR 3.291 ACRES, MORE OR LESS.

HAVE LAID OUT AND PLATTED THE SAME INTO LOTS, STREETS, EASEMENTS AND TRACTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF ELMWOOD NORTH FILING NO. 1. ALL PUBLIC STREETS ARE HEREBY DEDICATED TO ADAMS COUNTY FOR PUBLIC USE. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENT TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

#### LAND USE TABLE

TYPE	AREA (SF)	AREA (AC)
LOTS (47)	68,906	1.582
TRACTS (2)	42,141	0.967
R.O.W DEDICATED	32,323	0.742
TOTAL	143,370	3.291

#### OWNER

DELWEST DEVELOPMENT CORPORATION, A COLORADO CORPORATION

BY: \_\_\_\_\_  
DERRELL SCHREINER

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_ BY DERRELL SCHREINER  
AS DIRECTOR OF CONSTRUCTION FOR DELWEST DEVELOPMENT CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

#### OWNER

7840 PECOS INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DERRELL SCHREINER

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_ BY DERRELL SCHREINER  
AS DIRECTOR OF DEVELOPMENT FOR 7840 PECOS INVESTMENTS LLC

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

#### OWNER

ELMWOOD NORTH LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DERRELL SCHREINER

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_ BY DERRELL SCHREINER  
AS DIRECTOR OF CONSTRUCTION FOR ELMWOOD NORTH LLC

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC: \_\_\_\_\_

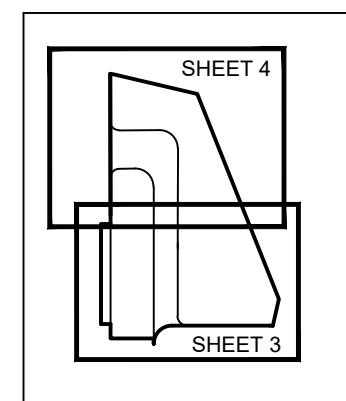
MY COMMISSION EXPIRES: \_\_\_\_\_



#### SHEET INDEX

SHEET 1	COVER
SHEET 2	OVERALL BOUNDARY
SHEET 3	DETAIL
SHEET 4	DETAIL
SHEET 5	NOTES AND TABLES

#### KEY MAP



#### TRACT USE TABLE

TRACT	USE	OWNERSHIP	MAINTENANCE
A	OPEN SPACE, UTILITY, DRAINAGE & ACCESS	OWNERS	OWNERS
B	OPEN SPACE, UTILITY, DRAINAGE & ACCESS	OWNERS	OWNERS

OWNERS = 7840 PECOS INVESTMENTS, LLC  
DELWEST DEVELOPMENT CORP.  
ELMWOOD NORTH, LLC

#### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED IN APRIL 2020

DAVID R. LUTZ  
COLORADO PLS 35586  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC

#### PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, A.D.

\_\_\_\_\_  
CHAIR

#### BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS \_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_, A.D. AT \_\_\_\_ O'CLOCK \_\_ M.

\_\_\_\_\_  
CHAIR

#### ADAMS COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
APPROVED AS TO FORM

LAND DEVELOPMENT  
ENERGY  
PUBLIC INFRASTRUCTURE

CORE CONSULTANTS, INC.  
3473 SOUTH BROADWAY  
ENGLEWOOD, CO 80113  
303.703.4444  
LIVEYOURCORE.COM

# CORE

ELMWOOD NORTH FILING NO. 1  
NE 1/4 SEC. 33 AND SE 1/4 SEC. 28, T2S, R68W, 6TH P.M.  
ADAMS COUNTY, STATE OF COLORADO

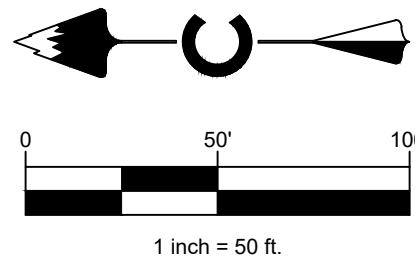
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PROJ ENG: DF  
CAD: JCA  
DATE: 06/01/22

SHEET  
1 OF 5  
15-018

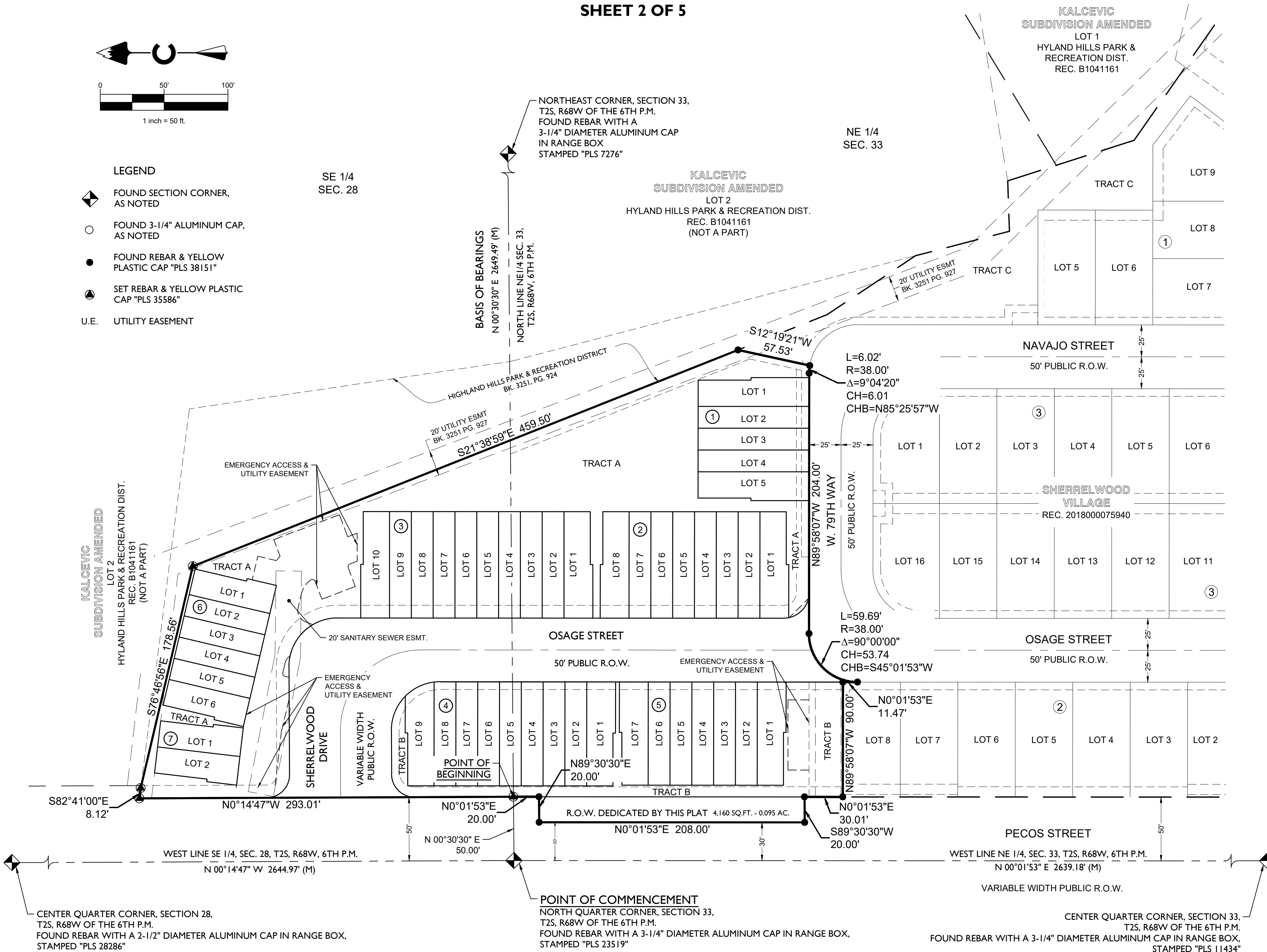
# ELMWOOD NORTH FILING NO. 1

CASE NO. PRC2021-00005

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO  
PRELIMINARY PLAT  
SHEET 2 OF 5



- LEGEND**
- ◆ FOUND SECTION CORNER, AS NOTED
  - FOUND 3-1/4" ALUMINUM CAP, AS NOTED
  - FOUND REBAR & YELLOW PLASTIC CAP "PLS 38151"
  - SET REBAR & YELLOW PLASTIC CAP "PLS 35586"
  - U.E. UTILITY EASEMENT



CENTER QUARTER CORNER, SECTION 28,  
T2S, R68W OF THE 6TH P.M.  
FOUND REBAR WITH A 2-1/2" DIAMETER ALUMINUM CAP IN RANGE BOX,  
STAMPED "PLS 28286"

POINT OF COMMENCEMENT  
NORTH QUARTER CORNER, SECTION 33,  
T2S, R68W OF THE 6TH P.M.  
FOUND REBAR WITH A 3-1/4" DIAMETER ALUMINUM CAP IN RANGE BOX,  
STAMPED "PLS 23519"

CENTER QUARTER CORNER, SECTION 33,  
T2S, R68W OF THE 6TH P.M.  
FOUND REBAR WITH A 3-1/4" DIAMETER ALUMINUM CAP IN RANGE BOX,  
STAMPED "PLS 11434"

LAND DEVELOPMENT  
ENERGY  
PUBLIC INFRASTRUCTURE

CORE CONSULTANTS, INC.  
3473 SOUTH BROADWAY  
ENGLEWOOD, CO 80113  
303.703.4444  
LIVEYOURCORE.COM

# CORE

ELMWOOD NORTH FILING NO. 1  
NE 1/4 SEC. 33 AND SE 1/4 SEC. 28, T2S, R68W, 6TH P.M.  
ADAMS COUNTY, STATE OF COLORADO

PROJ MGR: DRL  
PROJ ENG: DF  
CAD: JCA  
DATE: 06/01/22

SHEET  
**2 OF 5**  
15-018

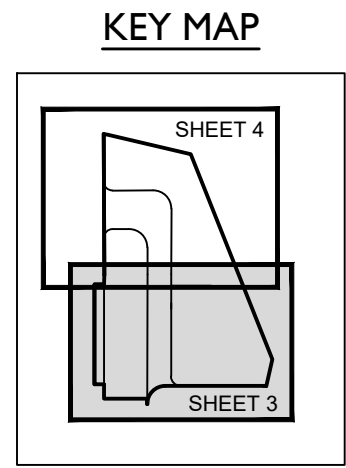
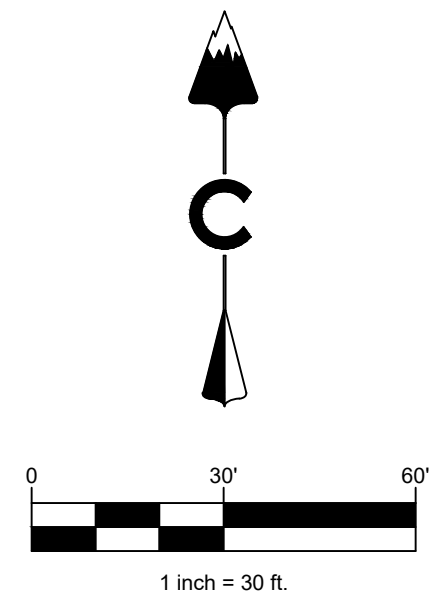
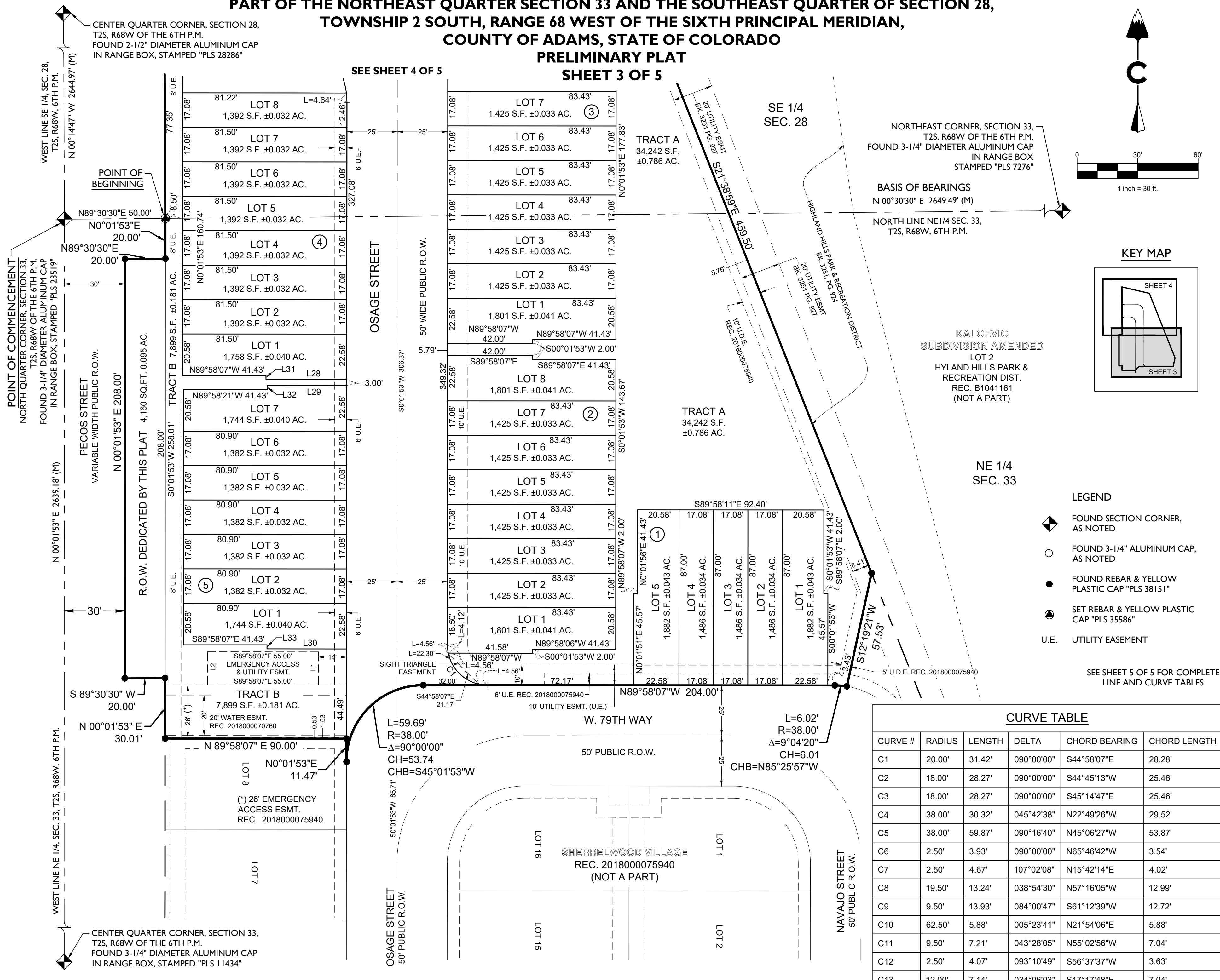
# ELMWOOD NORTH FILING NO. 1

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO  
PRELIMINARY PLAT

CASE NO. PRC2021-00005

SHEET 3 OF 5

SEE SHEET 4 OF 5



- LEGEND
- ◆ FOUND SECTION CORNER, AS NOTED
  - FOUND 3-1/4" ALUMINUM CAP, AS NOTED
  - FOUND REBAR & YELLOW PLASTIC CAP "PLS 38151"
  - SET REBAR & YELLOW PLASTIC CAP "PLS 35586"
  - U.E. UTILITY EASEMENT

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.42'	090°00'00"	S44°58'07"E	28.28'
C2	18.00'	28.27'	090°00'00"	S44°45'13"W	25.46'
C3	18.00'	28.27'	090°00'00"	S45°14'47"E	25.46'
C4	38.00'	30.32'	045°42'38"	N22°49'26"W	29.52'
C5	38.00'	59.87'	090°16'40"	N45°06'27"W	53.87'
C6	2.50'	3.93'	090°00'00"	N65°46'42"W	3.54'
C7	2.50'	4.67'	107°02'08"	N15°42'14"E	4.02'
C8	19.50'	13.24'	038°54'30"	N57°16'05"W	12.99'
C9	9.50'	13.93'	084°00'47"	S61°12'39"W	12.72'
C10	62.50'	5.88'	005°23'41"	N21°54'06"E	5.88'
C11	9.50'	7.21'	043°28'05"	N55°02'56"W	7.04'
C12	2.50'	4.07'	093°10'49"	S56°37'37"W	3.63'
C13	12.00'	7.14'	034°06'03"	S17°17'48"E	7.04'

LAND DEVELOPMENT  
ENERGY  
PUBLIC INFRASTRUCTURE

CORE CONSULTANTS, INC.  
3473 SOUTH BROADWAY  
ENGLEWOOD, CO 80113  
303.703.4444  
LIVEYOURCORE.COM

# CORE

ELMWOOD NORTH FILING NO. 1  
NE 1/4 SEC. 33 AND SE 1/4 SEC. 28, T2S, R68W, 6TH P.M.  
ADAMS COUNTY, STATE OF COLORADO

PROJ MGR: DRL  
PROJ ENG: DF  
CAD: JCA  
DATE: 06/01/22

SHEET  
**3 OF 5**  
15-018

# ELMWOOD NORTH FILING NO. 1

PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO

CASE NO. PRC2021-00005

PRELIMINARY PLAT

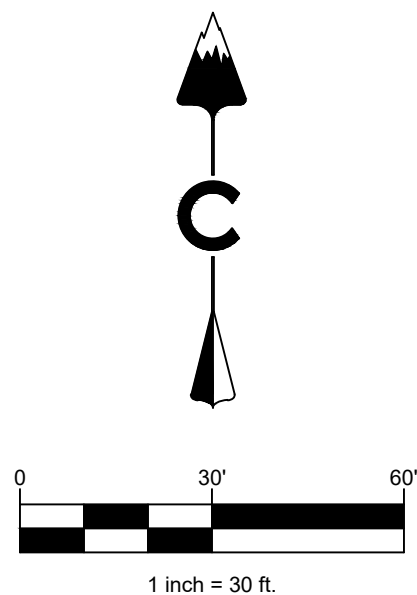
SHEET 4 OF 5

KALCEVIC  
SUBDIVISION AMENDED

LOT 2  
HYLAND HILLS PARK & RECREATION DIST.  
REC. B1041161  
(NOT A PART)

SEE SHEET 5 OF 5 FOR COMPLETE  
LINE AND CURVE TABLES

CENTER QUARTER CORNER, SECTION 28,  
T2S, R68W OF THE 6TH P.M.  
FOUND 2-1/2" DIAMETER ALUMINUM CAP  
IN RANGE BOX, STAMPED "PLS 28286"



WEST LINE SE 1/4, SEC. 28, T2S, R68W, 6TH P.M.  
N 00°14'47" W 2644.97' (M)

PECOS STREET  
VARIABLE WIDTH PUBLIC R.O.W.

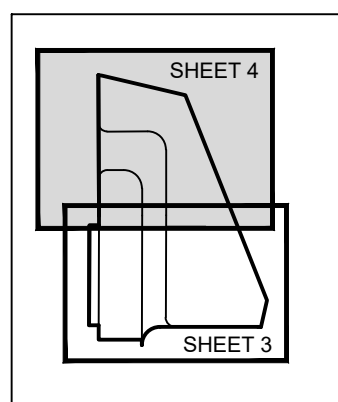
FOUND REBAR W/ 3-1/4" ALUMINUM CAP  
IN RANGEBOX, ILLEGIBLE STAMPING

**LEGEND**

- ◆ FOUND SECTION CORNER, AS NOTED
- FOUND 3-1/4" ALUMINUM CAP, AS NOTED
- FOUND REBAR & YELLOW PLASTIC CAP "PLS 38151"
- SET REBAR & YELLOW PLASTIC CAP "PLS 35586"
- U.E. UTILITY EASEMENT

POINT OF COMMENCEMENT  
NORTH QUARTER CORNER, SECTION 33,  
T2S, R68W OF THE 6TH P.M.  
FOUND 3-1/4" DIAMETER ALUMINUM CAP  
IN RANGE BOX, STAMPED "PLS 23519"

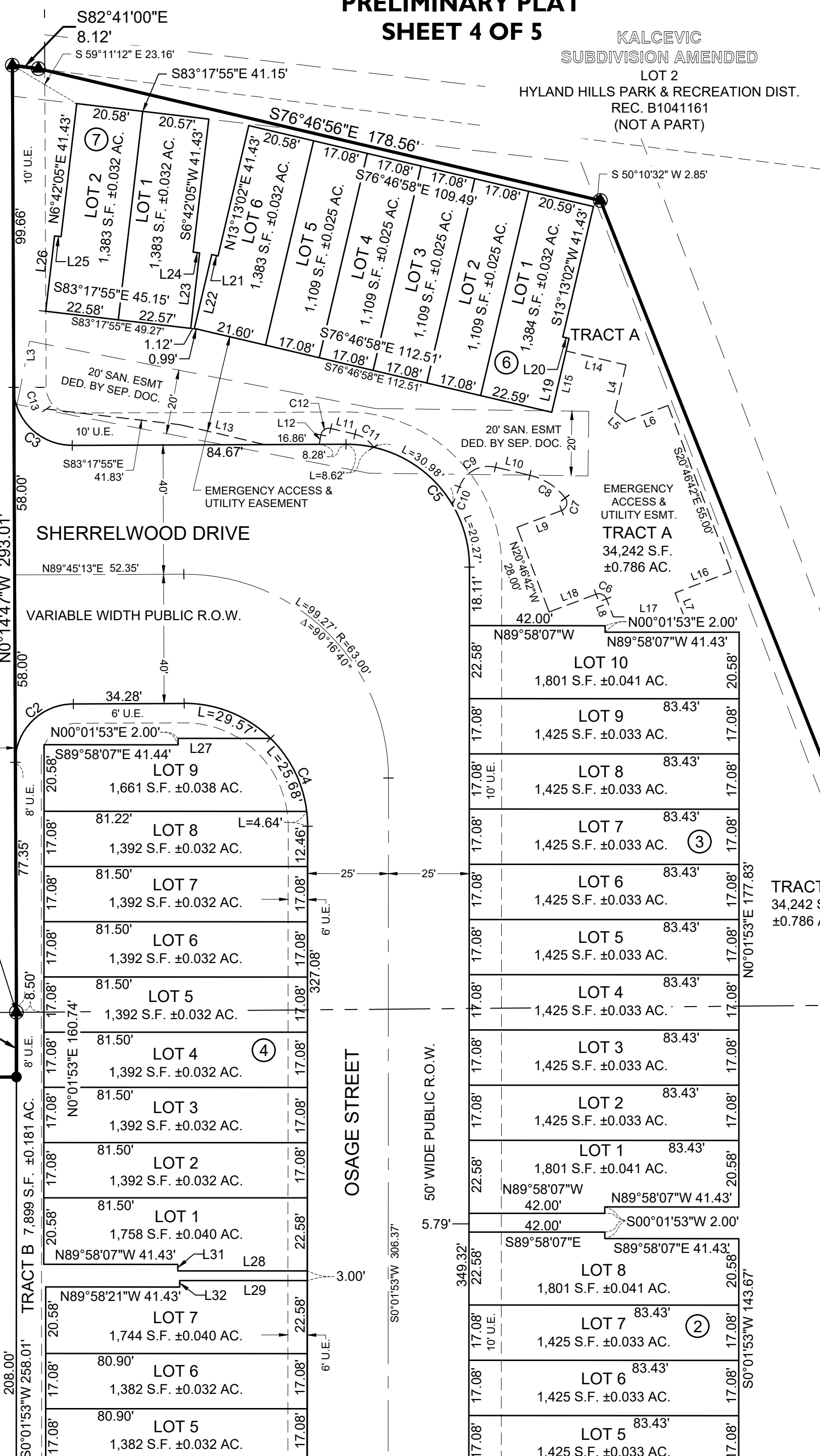
**KEY MAP**



CENTER QUARTER CORNER, SECTION 33,  
T2S, R68W OF THE 6TH P.M.  
FOUND 3-1/4" DIAMETER ALUMINUM CAP  
IN RANGE BOX, STAMPED "PLS 11434"

WEST LINE NE 1/4, SEC.  
33, T2S, R68W, 6TH P.M.  
N 00°01'53" E 2639.18' (M)

R.O.W. DEDICATED BY THIS PLAT  
4,160 SQ.FT. ±0.095 AC.  
TRACT B 7,899 S.F. ±0.181 AC.  
N 00°01'53" E 208.00'



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	16.50'	N 0°01'53" E
L2	16.50'	N 0°01'53" E
L3	23.75'	S 0°14'47" E
L4	14.99'	S 13°13'02" W
L5	4.41'	S 48°46'50" E
L6	14.01'	N 69°13'18" E
L7	7.93'	S 20°46'42" E
L8	5.96'	N 20°46'42" W
L9	14.75'	N 69°13'18" E
L10	10.92'	N 76°46'58" W
L11	7.72'	N 76°46'58" W
L12	2.94'	S 10°02'13" W
L13	26.68'	S 76°46'58" E
L14	19.00'	S 76°46'58" E
L15	19.50'	N 13°13'02" E
L16	18.50'	S 69°13'18" W
L17	21.93'	N 90°00'00" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L18	15.50'	S 69°13'18" W
L19	23.50'	S 13°13'02" W
L20	2.00'	S 76°46'58" E
L21	2.00'	S 76°46'58" E
L22	23.61'	N 13°13'02" E
L23	23.50'	S 6°42'05" W
L24	2.00'	S 83°17'55" E
L25	2.00'	S 83°17'55" E
L26	23.50'	N 6°42'05" E
L27	28.60'	S 89°58'07" E
L28	40.08'	S 89°58'07" E
L29	39.47'	S 89°57'52" E
L30	39.47'	S 89°58'07" E
L31	2.00'	N 0°01'53" E
L32	2.00'	S 0°04'43" W
L33	2.00'	S 0°01'53" W

SE 1/4  
SEC. 28

NORTHEAST CORNER, SECTION 33,  
T2S, R68W OF THE 6TH P.M.  
FOUND 3-1/4" DIAMETER ALUMINUM CAP  
IN RANGE BOX  
STAMPED "PLS 7276"

BASIS OF BEARINGS  
N 00°30'30" E 2649.49' (M)  
NORTH LINE NE 1/4 SEC. 33,  
T2S, R68W, 6TH P.M.

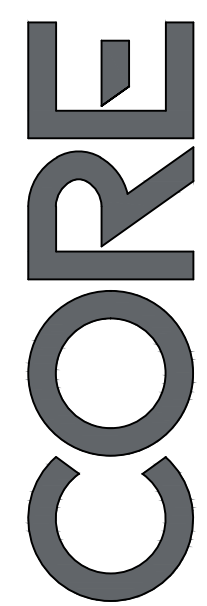
KALCEVIC  
SUBDIVISION AMENDED  
LOT 2  
HYLAND HILLS PARK &  
RECREATION DIST.  
REC. B1041161  
(NOT A PART)

NE 1/4  
SEC. 33

SEE SHEET 3 OF 5

LAND DEVELOPMENT  
ENERGY  
PUBLIC INFRASTRUCTURE

CORE CONSULTANTS, INC.  
3473 SOUTH BROADWAY  
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ELMWOOD NORTH FILING NO. 1  
NE 1/4 SEC. 33 AND SE 1/4 SEC. 28, T2S, R68W, 6TH P.M.  
ADAMS COUNTY, STATE OF COLORADO

PROJ MGR: DRL  
PROJ ENG: DF  
CAD: JCA  
DATE: 06/01/22

SHEET  
**4 OF 5**  
15-018

# ELMWOOD NORTH FILING NO. I

CASE NO. PRC2021-00005

**PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO  
PRELIMINARY PLAT  
SHEET 5 OF 5**

**NOTES**

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY CORE CONSULTANTS, INC. FOR RECORD DOCUMENTS AND DETERMINATION OF OWNERSHIP, EASEMENTS OF RECORD, RIGHTS-OF-WAY AND ENCUMBRANCES, CORE CONSULTANTS, INC. RELIED UPON TITLE COMMITMENT ORDER NO. RND70700124-4, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF 05/07/2021 AT 5:00 PM
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°30'30" E, FROM THE THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4" DIAMETER ALUMINUM CAP IN RANGE BOX, STAMPED "PLS 23519"; TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4" DIAMETER ALUMINUM CAP IN RANGE BOX, PLS 7276, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT. PURSUANT TO C.R.S. 38-52-103(2) METRIC CONVERSION IS: ONE METER EQUALS 3937 / 1200 FEET.
- DATE OF FIELD SURVEY: APRIL 9, 2020
- THE GROSS LAND AREA OF THE SUBJECT PROPERTY IS 143,370 SQUARE FEET, OR 3.291 ACRES, MORE OR LESS.
- RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND SHALL BE POSTED "NO PARKING - FIRE LANE"
- THE PROPERTY LIES WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA MAP NO. 08001C0584H, PANEL 584, REVISED MARCH 5, 2017.
- REFER TO THE OPERATION AND MAINTENANCE MANUEL RECORDED APRIL 2, 2018 AT RECEPTION NO. 2018000026268 FOR ADDITIONAL DRAINAGE GUIDELINES.
- TEN-FOOT (10') WIDE UTILITY EASEMENTS ALONG THE EAST SIDE OF THE OSAGE STREET RIGHT-OF-WAY AND ALONG THE NORTH SIDE OF THE W. 79TH WAY RIGHT-OF-WAY; SIX-FOOT (6') WIDE UTILITY EASEMENTS ALONG THE WEST SIDE OF THE OSAGE STREET RIGHT-OF-WAY; EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ALONG THE EAST SIDE OF THE PECOS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LOT IN THE SUBDIVISION. IN ADDITION, EIGHT-FOOT (8') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED AROUND THE PERIMETER OF TRACTS, PARCELS AND/OR OPEN SPACE AREAS. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.
- THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.
- STATEMENT RESTRICTING ACCESS: ACCESS RIGHTS ACROSS THE RIGHT-OF-WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS OR FREEWAYS, ARE RESTRICTED WHERE REQUIRED AS A PROVISION OF APPROVAL.

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.42'	090°00'00"	S44°58'07"E	28.28'
C2	18.00'	28.27'	090°00'00"	S44°45'13"W	25.46'
C3	18.00'	28.27'	090°00'00"	S45°14'47"E	25.46'
C4	38.00'	30.32'	045°42'38"	N22°49'26"W	29.52'
C5	38.00'	59.87'	090°16'40"	N45°06'27"W	53.87'
C6	2.50'	3.93'	090°00'00"	N65°46'42"W	3.54'
C7	2.50'	4.67'	107°02'08"	N15°42'14"E	4.02'
C8	19.50'	13.24'	038°54'30"	N57°16'05"W	12.99'
C9	9.50'	13.93'	084°00'47"	S61°12'39"W	12.72'
C10	62.50'	5.88'	005°23'41"	N21°54'06"E	5.88'
C11	9.50'	7.21'	043°28'05"	N55°02'56"W	7.04'
C12	2.50'	4.07'	093°10'49"	S56°37'37"W	3.63'
C13	12.00'	7.14'	034°06'03"	S17°17'48"E	7.04'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	16.50'	N 0°01'53" E
L2	16.50'	N 0°01'53" E
L3	23.75'	S 0°14'47" E
L4	14.99'	S 13°13'02" W
L5	4.41'	S 48°46'50" E
L6	14.01'	N 69°13'18" E
L7	7.93'	S 20°46'42" E
L8	5.96'	N 20°46'42" W
L9	14.75'	N 69°13'18" E
L10	10.92'	N 76°46'58" W
L11	7.72'	N 76°46'58" W
L12	2.94'	S 10°02'13" W
L13	26.68'	S 76°46'58" E
L14	19.00'	S 76°46'58" E
L15	19.50'	N 13°13'02" E
L16	18.50'	S 69°13'18" W
L17	21.93'	N 90°00'00" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L18	15.50'	S 69°13'18" W
L19	23.50'	S 13°13'02" W
L20	2.00'	S 76°46'58" E
L21	2.00'	S 76°46'58" E
L22	23.61'	N 13°13'02" E
L23	23.50'	S 6°42'05" W
L24	2.00'	S 83°17'55" E
L25	2.00'	S 83°17'55" E
L26	23.50'	N 6°42'05" E
L27	28.60'	S 89°58'07" E
L28	40.08'	S 89°58'07" E
L29	39.47'	S 89°57'52" E
L30	39.47'	S 89°58'07" E
L31	2.00'	N 0°01'53" E
L32	2.00'	S 0°04'43" W
L33	2.00'	S 0°01'53" W

LAND DEVELOPMENT  
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**CORE**

ELMWOOD NORTH FILING NO. 1  
NE 1/4 SEC. 33 AND SE 1/4 SEC. 28, T2S, R68W, 6TH P.M.  
ADAMS COUNTY, STATE OF COLORADO

PROJ MGR: DRL  
PROJ ENG: DF  
CAD: JCA  
DATE: 06/01/22

SHEET  
**5 OF 5**  
15-018





## Development Review Team Comments

**Date:** 8/31/2021

**Project Number:** PRC2021-00005

**Project Name:** Sherrelwood Village FDP Amendment & Filing 2 Preliminary

---

**Commenting Division:** Planner Review

**Name of Reviewer:** Greg Barnes

**Date:** 08/31/2021

**Email:** [gjbarnes@adcogov.org](mailto:gjbarnes@adcogov.org)

**Complete**

PLN01: I do not see a circumstance that creates the need for the subdivision design standards waiver for double-frontage lots. The lots between Pecos and Osage Streets have a tract of land (Tract B) that prevents double-fronting lots.

PLN02: Based on the criteria for approval, the preliminary plat and the waiver to exceed lot depth to width ratio both conform to the criteria for approval.

---

**Commenting Division:** Development Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 08/25/2021

**Email:** glabrie@adcogov.org

**Complete**

ENG1: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall also enter into a Subdivision Improvement Agreement (SIA) with the County and provide a security bond for all public improvements. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, electronic copies of all construction documents and the SIA. The development review fee for this project shall be in accordance to the fee schedule as described on the Adams County website.

ENG2: The engineering documentation required to be submitted for this project are as follows: Final Drainage Report (A preliminary drainage report was not submitted with case), A Drainage Pond Operation and Maintenance Manual, and a Final Traffic Impact Study. The final design of the construction plans for the public and site improvements shall incorporate the findings of the studies and be signed and stamped by a Professional Engineer registered with the state of Colorado.

ENG3: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

ENG4: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the Adams County Public Works Dept.

ENG5: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

---

**Commenting Division:** Attorney Review

**Name of Reviewer:** Christine Fitch

**Date:** 08/10/2021

**Email:**

**Complete**

---

**Commenting Division:** Neighborhood Services Review

**Name of Reviewer:** Gail Moon

**Date:** 08/09/2021

**Email:** gmoon@adcogov.org

**Complete**

There are 2 OPEN violation cases for the properties involved. VIO2021-01604 for tall weeds, and VIO2021-01605 for persons camping on the property. There is a VERY active citizen that is communicating with the County Commissioner's office, and Craig Fitchett (DelWest Rep). Craig has been responding, but as of 8/09/2021 these violations still exist. Code Compliance will continue to follow up on these cases.

---

---

**Commenting Division:** Neighborhood Services Review

**Name of Reviewer:** Gail Moon

**Date:** 08/09/2021

**Email:** gmoon@adcogov.org

**Comment**

2 current OPEN violation cases at this location. VIO2021-01604 for tall weeds, and VIO2021-01605 for allowing someone to camp on this property. There has been a VERY active citizen complaint that has gone through the commissioner's office. Craig has even responded to this citizen's complaints, but these violations still exist as of today (8/09/2021).

---

**Commenting Division:** ROW Review

**Name of Reviewer:** David Dittmer

**Date:** 08/09/2021

**Email:**

**Complete**

Addressing task complete.

---

**Commenting Division:** Addressing Review

**Name of Reviewer:** David Dittmer

**Date:** 08/09/2021

**Email:**

**Complete**

See address plat uploaded into case file

---

**Commenting Division:** Attorney Review

**Name of Reviewer:** Christine Fitch

**Date:** 08/03/2021

**Email:**

**Comment**

No Comment at this time. Request to review any resubmitta.

---

**Commenting Division:** Economic Development Review

**Name of Reviewer:** Max Daffron

**Date:** 07/23/2021

**Email:**

**Complete**

Additional rooftops help with retail attraction in adjacent areas

---



## Development Review Team Comments

**Date:** 12/20/2021

**Project Number:** PRC2021-00005

**Project Name:** Sherrelwood Village FDP Amendment & Filing 2 Preliminary

---

**Commenting Division:** Plan Coordination 2nd Review

**Name of Reviewer:** Greg Barnes

**Date:** 12/20/2021

**Email:** gjbarnes@adcogov.org

**Resubmittal Required**

---

**Commenting Division:** Planner Review 2nd Review

**Name of Reviewer:** Greg Barnes

**Date:** 12/20/2021

**Email:** gjbarnes@adcogov.org

**Complete**

PLN01: Subdivision Improvements Agreements are to be submitted with a final plat application. We will not be evaluating any SIA with a preliminary plat.

PLN02: When you resubmit, you do not need to submit your entire application over again. All that we will need are the documents being requested, the response to comments, the revised FDP amendment document, and the revised final plat document.

PLN03: The preliminary plat must include the term "PRELIMINARY PLAT" in the title.

PLN04: When you resubmit, please include the Final Development Plan document.

---

**Commenting Division:** Development Engineering Review 2nd Review

**Name of Reviewer:** Greg Labrie

**Date:** 12/09/2021

**Email:** glabrie@adcogov.org

**Resubmittal Required**

ENG1: The civil construction plans, drainage report, and traffic impact study must be finalized. They are required to be signed and stamped by a professional engineer registered with the state of Colorado. Any statement referring the plans and reports as draft or "Not for Construction" shall be removed from the final plans and reports.

ENG2: The construction plans must address the traffic signal reconstruction at Sherrelwood Dr. and Pecos Street. The intersection will require new traffic signal controller cabinet, service meter cabinet, camera detection system, controller, UPS, communication antenna, ethernet switch and ethernet radio. The cost's related to this reconstruction must also be included in the final Subdivision Improvements Agreement (SIA).

ENG3: As a result of this Traffic Signal Reconstruction, ADA Improvements may be required along the west side of Pecos St. in the vicinity of this signal reconstruction.

ENG4: During the construction of Sherrelwood Village Subdivision, an emergency access was constructed at 79th Way and Pecos Street. A Curb Cut was installed on Pecos St. at this location. It is not clear in this submittal, whether this emergency access point will be left in place. If not, this curb cut needs to be removed and replaced with Vertical Curb, Gutter and Walk.

ENG4: The EGR application is referred as Sherrelwood Village PUD for the Condos, all the plans are titled Elmwood Estates. Please standardize the name of the project/subdivision on all documents and references.

Drainage Report and Erosion Control Plan Comments: - See comments in the Comment Section of Accela dated 12/9/21.

---

**Commenting Division:** ROW Review 2nd Review

**Name of Reviewer:** David Dittmer

**Date:** 12/07/2021

**Email:**

**Resubmittal Required**

ROW1: Correct Case Number to PRC2021-00005 on all sheets

ROW2: Order signature/acceptance blocks as follows due to sequence of events:

Surveyor

Planning Commission

Board of County Commissioners

Approved as to Form - County Attorney (This is a new addition)

Clerk and Recorder

\*See notes provided on uploaded plat

ROW3: Provide a sheet with addressing or a spreadsheet as provided for filing purposes.

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6880  
FAX 720.523.6967  
EMAIL: epermitcenter@adcogov.org

## **Development Review Team Comments**

**Date:** 3/30/2022

**Project Number:** PRC2021-00005

**Project Name:** Sherrelwood Village FDP Amendment & Filing 2 Preliminary

---

**Commenting Division:** Plan Coordination 3rd Review

**Name of Reviewer:** Greg Barnes

**Date:** 03/30/2022

**Email:** [gjbarnes@adcogov.org](mailto:gjbarnes@adcogov.org)

**Resubmittal Required**

---

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5

---

**Commenting Division:** ROW Review 3rd Review

**Name of Reviewer:** David Dittmer

**Date:** 03/30/2022

**Email:**

**Resubmittal Required**

ROW1: For all signatories on the plat, they need to be formatted as follows:

OWNER:

DELWEST DEVELOPEMENT CORP.

BY: \_\_\_\_\_

[PRINTED NAME OF SIGNATORY]

AS: \_\_\_\_\_

and the notary revised: By [printed name of signatory] as [print title of signatory] to remove the blank lines and save some valuable room on the sheet.

ROW2: Due to internal revisions, the Planning Commission Block needs to be revised as follows:

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 202\_

\_\_\_\_\_  
CHAIR

ROW3: If you want to dedicate anything to the City of Thornton, they need to have an acceptance block and affirmation on the plat. Otherwise remove this statement on Sheet 5. If the easement is off of Pecos on Sherrelwood Drive, then the note should read to be dedicated by separate instrument, or if they are a signatory, can dedicate by this plat. Adams County cannot accept dedications for other municipalities without the expressed written acceptance.

ROW4: Do not have any Statement of Authority by any entity, Delwest Development, 7840 Pecos Investments or Elmwood North, LLC. Please provide recorded statements to verify signatory privilege's.

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BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5



---

**Commenting Division:** Development Engineering Review 3rd Review

**Name of Reviewer:** Greg Labrie

**Date:** 03/30/2022

**Email:** glabrie@adcogov.org

**Complete**

---

BOARD OF COUNTY COMMISSIONERS

**Eva J. Henry**  
DISTRICT 1

**Charles "Chaz" Tedesco**  
DISTRICT 2

**Emma Pinter**  
DISTRICT 3

**Steve O'Dorisio**  
DISTRICT 4

**Lynn Baca**  
DISTRICT 5

The engineering plans and reports that were submitted for this preliminary plat application are acceptable at this time. The following comments will apply to the final engineering reports and construction plans that are required at final plat.

Construction Management Comments:

- 1.) In the final submittal and review package, please separate the Traffic Signal Plans from the Construction Plans.
- 2.) The SIA and Collateral must be approved by the BoCC.
- 3.) A permit must be issued by the CEDD staff prior to beginning any construction at this location.
- 4.) These construction plans must be approved by the CEDD Engineering staff prior to permit issuance.

Stormwater Comments:

- 1) CDs – Sheet 11 – Pond Details. Sign statement. Replace Arapahoe for Adams: WARNING UNAUTHORIZED MODIFICATION OF THIS OUTLET IS AN ARAPAHOE COUNTY ZONING VIOLATION
- 2) CDs: Will the forebay and trickle channel be re-constructed? If so, please maximize the distance between the forebay and the pond's outlet structure. Maybe add a meandering trickle channel?
- 3) The pond's maintenance road is not shown on the Pond detail plans.
- 4) Pond's maintenance road, indicate V-shape, clean angular rock, no recycled concrete/road based, nor asphalt millings surfacing allowed.
- 5) Show the spillway location on the pond (all plans). Will the spillway need to be re-design to match new elevations? Confirm location and size.
- 6) Orifice plate has an outdated design. Need to limit opening to 3 larger holes. Please update. This will facilitate long term maintenance and operation of the pond. Upgrade the Screen as well to match the 3-hole design.
- 7) EC plan Initial/interim: where is the VTC to the pond? To which street is this VTC connecting?.
- 8) CD's is the sidewalk chase drain at W 79th and Navajo needed/functional/to remain? Clarify on ALL applicable plans. Please add IP on the EC plan – Initial and interim.
- 9) Please add ALL existing street names to all the plans
- 10) EC plan Initial/Interim: add Soil Roughening to the plans, all areas.
- 11) EC plan Initial/interim, label pond as Sediment Basin, provide riser pipe detail and temporary pipe size and discharge location.
- 12) Grading, show how all lots will drain to the pond, include private swale.
- 13) EC plans (All) Review LOC to include sidewalk work along Pecos. Provide curb socks, and perimeter controls.

14) Adjust BMP cost opinion to include all Erosion control costs.

15) Provide location for snow removal of parking lot and signage.

---

**Commenting Division:** Planner Review 3rd Review

**Name of Reviewer:** Greg Barnes

**Date:** 03/30/2022

**Email:** gjbarnes@adcogov.org

**Resubmittal Required - Please see redlined markup of the FDP**

PLN01: I think there's going to be questions about the floorplan for your townhouses. Will you provide something for the BoCC to reference?

PLN02: Your setbacks in the FDP amendment need quite a bit of work. It's confusing as-is, and this should be easy for people to understand. Additionally, there's no way each townhouse lot is going to be able to provide a 5-foot setback on each side. Adding language to allow encroachments is confusing too. There shouldn't be setback encroachment language tucked away in the architectural design section, either. When we review a permit, we should have all setback language in one central place in the PUD. Once you clean up that language, please submit an extra drawing showing the building envelopes drawn on to the overall plat. That will help clear up if each lot is buildable once the setbacks are assessed. At no point will staff consider setbacks (including porches and steps) within 5 feet of a property line (except for common walls of townhouses).

PLN03: If you are going to allow individual property owners to erect their own fencing, it is highly recommended that the fencing be uniform and defined in this PUD.

PLN04: There is language that described the PUD and 1-2 stories, but the townhouse elevations are 3 stories. This is inconsistent.

PLN05: There is no information for architectural standards of side and rear facades. Please provide more information.

PLN06: I am very skeptical that the right-of-way composes 60% of this PUD area. Your entire open space calculations seem suspect to me based on a visual assessment. Please review this information. "Open space" shall compose 30% of the overall site. Of the open space area, 25% shall be dedicated for active recreation open space. I'm also skeptical on your calculation of active recreation open space being one acre. Please illustrate what is being calculated as "active recreation" because I only see playground equipment and trails, and I doubt that equals one acre in area.

PLN06: Please review the minimum lot width section of the FDP, and provide guidelines for lots that are not corner and provide guidance for townhouse lots.

PLN07: The parking section of the PUD indicates two-car garages, but the townhouse elevations show one-car garages. This is inconsistent.

---

**Commenting Division:** Application Intake 3rd Review

**Name of Reviewer:** Sarahi Mijares Rivas

**Date:** 02/25/2022

**Email:**

**Complete**



## Development Review Team Comments

**Date:** 5/31/2022

**Project Number:** PRC2021-00005

**Project Name:** Sherrelwood Village FDP Amendment & Filing 2 Preliminary

---

**Commenting Division:** Plan Coordination 4th Review

**Date:** 05/31/2022

**Resubmittal Required**

---

**Commenting Division:** Planner Review 4th Review

**Name of Reviewer:** Greg Barnes

**Date:** 05/17/2022

**Email:** gjbarnes@adcogov.org

**Complete**

---

**Commenting Division:** Building Safety Review 4th Review

**Name of Reviewer:** Justin Blair

**Date:** 05/19/2022

**Email:** jblair@adcogov.org

**Complete**

BSD1- Regarding building setbacks less than 5' from the property lines, construction must comply with Tables R302.1(1) and R302.1 (2) of the 2018 International Building Code for exterior walls, projections, openings and penetrations.

---

**Commenting Division:** Development Engineering Review 4th Review

**Name of Reviewer:** Matthew Emmens

**Date:** 05/19/2022

**Email:** memmens@adcogov.org

**Complete**

The engineering plans and reports that were submitted for this preliminary plat application are acceptable at this time.

Additional comments were provided for the final construction plans. Applicant has indicated they will address those comments at the time of construction plan review.

---

**Commenting Division:** ROW Review 4th Review

**Name of Reviewer:** David Dittmer

**Date:** 05/18/2022

**Email:**

**Resubmittal Required**

ROW FDP Comments:

1. Add case number to the top right-hand corner of all sheets
2. Remove all references to PRC2021-00001 at the bottom corner of all sheets
3. Correct wrong direction for N. 79th Way....It should be West 79th Way
4. Add County Attorneys Approved as to form acceptance block
5. Sheet 3: H - 1. No blanks allowed for recording. Need to complete this with information prior to hearing
6. Revise Ownership Signatory Block to include the printed name of signatory and title. This needs to be added into Notary Affirmation too.

---

**Commenting Division:** Application Intake 4th Review

**Name of Reviewer:** Kevin Mills

**Date:** 04/28/2022

**Email:**

**Complete**

## Greg Barnes

---

**From:** Lisa Culpepper  
**Sent:** Monday, August 9, 2021 1:57 PM  
**To:** Greg Barnes  
**Subject:** RE: For Review: Sherrelwood Village (PRC2021-00005)

TAXES ARE PAID IN FULL FOR THE YEAR. THANK YOU!

Very truly yours,

*LISA L. CULPEPPER, JD*  
*TREASURER & PUBLIC TRUSTEE*

**“DOING ONLY THAT WHICH THE LAW REQUIRES IS BARELY DOING THE MINIMUM. DO MORE.”**

PLEASE NOTE: I'm not at my desk for much of the day due to operational requirements in other areas of the office and building. IF I DO NOT RESPOND WITHIN TWO (2) HOURS, PLEASE CALL THE OFFICE. THANK YOU!

Adams County Treasurer & Public Trustee  
4430 S. Adams County Pkwy.  
Brighton, CO 80601  
Direct: 720.523.6162 | Office: 720-523-6160  
[www.adcotax.com](http://www.adcotax.com)  
Mon. - Fri. 7am-5pm



Adams County Mission

To responsibly serve the Adams County Community with integrity and innovation.

---

**From:** Greg Barnes <GJBarnes@adcogov.org>  
**Sent:** Thursday, August 5, 2021 10:02 AM  
**To:** Greg Barnes <GJBarnes@adcogov.org>  
**Subject:** For Review: Sherrelwood Village (PRC2021-00005)

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following applications:

- 1. Preliminary plat for major subdivision to create approximately 47 lots on 3.3 acres;**
- 2. Major amendment to the Final Development Plan for Sherrelwood Village;**
- 3. Waiver from subdivision design standards to exceed lot depth to width ratio;**
- 4. Waiver from subdivision design standards to create double-fronting lots.**

This request is located at 7840 Pecos Street. The Assessor's Parcel Numbers are 0171928400003 and 0171933100009. You have been previously notified for comments on Case # PRC2021-00001. That application has since been canceled by the applicant. Any comments that were provided on the application will still be provided to the Planning Commission and Board of County Commissioners for this new application.

## Greg Barnes

---

**From:** Loeffler - CDOT, Steven <steven.loeffler@state.co.us>  
**Sent:** Wednesday, August 25, 2021 7:34 AM  
**To:** Greg Barnes  
**Cc:** David Dixon - CDOT  
**Subject:** Re: For Review: Sherrelwood Village (PRC2021-00005)

Please be cautious: This email was sent from outside Adams County

Greg,

I have reviewed the referral for the Sherrelwood Village FDP Amendment and Filing 2 Preliminary Plat located at 7840 Pecos Street and have no objections. This development is off of the State Highway system.

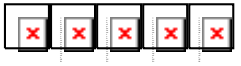
Thank you for the opportunity to review this referral.

**Steve Loeffler**

Permits Unit- Region 1



P 303.757.9891 | F 303.757.9053  
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)



On Thu, Aug 5, 2021 at 10:02 AM Greg Barnes <[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)> wrote:

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following applications:

1. **Preliminary plat for major subdivision to create approximately 47 lots on 3.3 acres;**
2. **Major amendment to the Final Development Plan for Sherrelwood Village;**
3. **Waiver from subdivision design standards to exceed lot depth to width ratio;**
4. **Waiver from subdivision design standards to create double-fronting lots.**

This request is located at 7840 Pecos Street. The Assessor's Parcel Numbers are 0171928400003 and 0171933100009. You have been previously notified for comments on Case # PRC2021-00001. That application has since been canceled by the applicant. Any comments that were provided on the application will still be provided to the Planning Commission and Board of County Commissioners for this new application.

# COLORADO GEOLOGICAL SURVEY

1801 Moly Road  
Golden, Colorado 80401



Karen Berry  
State Geologist

August 23, 2021

Greg Barnes  
Adams County Community & Economic Development  
GJBarnes@adcogov.org

**Location:**  
SW SE Section 28, and  
NW NE Section 33,  
T2S, R68W, 6<sup>th</sup> P.M.  
39.8416, -105.0052

**Subject: Sherrelwood Village – FDP Amendment and Filing No. 2 Preliminary Plat**  
**Case Number PRC2021-00005; Adams County, CO; CGS Unique No. AD-20-0020-2**

Dear Greg:

Colorado Geological Survey has reviewed the Sherrelwood Village FDP Amendment and Filing No. 2 Preliminary Plat referral. I understand the applicant proposes 47 townhomes on 3.3 acres with physical address 7840, 7996 and 8000 Pecos Street. CGS reviewed the existing Sherrelwood Village site at major subdivision (preliminary plat), PDP (PUD-P), and rezoning (R-1-C to PUD), project number PRC2015-00014, on September 28, 2015.

The site does not contain steep slopes, is located in an “Area of Minimal Flood Hazard,” is not undermined, and is not exposed to or located within any identified geologic hazard areas that would preclude the proposed residential use and density. **Colorado Geological Survey therefore has no objection to approval of the proposed FDP amendment and plat.** Our previous Sherrelwood Village Filing 2 comments remain valid:

**Mineral resource potential.** According to the Atlas of Sand, Gravel, and Quarry Aggregate Resources, Colorado Front Range Counties (Schwochow et al, Colorado Geological Survey Special Publications 5-A, Plate 2, and 5-B, Arvada Quadrangle, 1974), the subject property does not contain a mapped aggregate resource.

**Existing building, pavements, fencing, etc.** All building materials, foundations, utilities, pavements, etc. associated with the existing improvements must be completely demolished, removed and disposed of offsite, not graded into the existing fill.

All fill material encountered during site grading and within utility trenches and building foundation excavations should be removed or, if suitable for reuse (free of debris, organics, and contamination), reworked and replaced as a properly water conditioned and compacted, clean structural fill.

**Soil and bedrock engineering properties.** According to available geologic mapping (Lindvall, R.M, 1979, Geologic map of the Arvada quadrangle, Adams, Denver, and Jefferson Counties, Colorado: U.S. Geological Survey, Geologic Quadrangle Map GQ-1453, scale 1:24,000), most of the site is underlain by loess (wind-deposited sandy silt and clay). Loess deposits commonly exhibit collapse under wetting and loading but, depending on the clay content, can also exhibit shrink/swell (volume changes in response to changes in water content). The surficial soils are underlain at very shallow depths (near-surface toward the eastern portion of the site) by Denver formation interbedded sandstone, claystone, siltstone, shale and conglomerate. Claystone can exhibit low strength at high water content, very high swell potential and, if



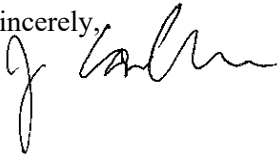
present at or near foundation depths, can cause significant damage to foundations and homes if not properly identified and mitigated.

Building-specific geotechnical investigations and analysis will be needed, once building locations are finalized, to identify the depth and extent of fill material, determine depths to bedrock and seasonal groundwater levels, and to characterize soil and bedrock engineering properties such as expansion/consolidation potential, density, strength, and allowable bearing pressures. This information is needed to determine subgrade preparation requirements, to design individual foundations, foundation perimeter drains and floor systems, and to determine the site's suitability for basements, if planned.

**Corrosive soils.** Adams County Soil Survey data indicate that local soils are moderately to highly corrosive to uncoated steel. Disturbance tends to increase corrosivity. The need for corrosion protection should be evaluated as part of the geotechnical investigation. On lots where groundwater levels are sufficiently deep to allow basement construction, epoxy-coated, fiberglass, plastic/composite, concrete, or otherwise corrosion-resistant or corrosion-proof window wells are recommended.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail [carlson@mines.edu](mailto:carlson@mines.edu).

Sincerely,



Jill Carlson, C.E.G.  
Engineering Geologist



October 26, 2020

Alan Sielaff, AICP  
Adams County Development Services Division  
Transmission via email: [asielaff@adcogov.org](mailto:asielaff@adcogov.org)

**Re: Sherrelwood Village Subdivision (Filing No. 2)**  
Case No. PRC2020-00010  
Part of the SW ¼ SE ¼ of Sec. 28 and NW ¼ NE ¼ of Sec. 33, T2S, R68W, 6<sup>th</sup> P.M.  
Water Division 1, Water District 2

Dear Alan Sielaff:

We have reviewed the above-referenced proposal to rezone two parcels located at 7996 and 8000 Pecos St from residential to planned unit development (PUD), a preliminary major subdivision, and a preliminary major PUD amendment to the Sherrelwood Village PUD to accommodate the new development into the existing PUD (located at 7840 Pecos St). The land area subject of this proposal is 3.29 acres, including 2.2 acres of additional land to the existing PUD (the combined land area being 10.351 acres). The proposal involves subdividing the subject land into two tracts, Tracts A and B, and 45 lots to allow for the development of 47 new townhomes. Our office previously commented on this subdivision proposal on June 17, 2020.

#### Water Supply Demand

Estimated water requirements and proposed uses were not provided for this subdivision.

#### Source of Water Supply

There are no permitted wells on the subject property. The proposed water supply source is service provided by the City of Thornton ("City"). A letter from the City dated July 10, 2017 was previously provided in the referral materials for Sherrelwood Village Filing No. 1 (PRC2016-00008). The letter indicates that the City has adequate capacity to provide water to the development; however the City reserves the right to suspend issuance of new water taps and connections indefinitely due to drought, emergency, or lack of available water resources. Another letter from the City dated September 14, 2020 confirms that service is available for the proposed development provided that service connections are paid for by the developer and that the property owner comply with the City's ordinances.

According to an April 5, 2018 letter from the City they have numerous water rights that divert from the South Platte River and Clear Creek as well as transmountain and native rights from the Cache la Poudre River. They also operate several reservoirs along the South Platte River that are utilized to store and regulate these water rights. According to the letter, the Clear Creek and South Platte water rights provide an annual firm yield of approximately 32,500 acre-feet. In addition, they are currently working on a project to transport their Cache la Poudre rights to Thornton. Once this project is complete Thornton estimates an annual firm yield of approximately 51,000 acre-feet total. In 2017, Thornton's total annual demand was approximately 25,000 acre-feet and the estimated annual demand for all existing commitments within the City service area is 30,000 acre-feet.



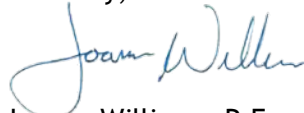
State Engineer's Office Opinion

Based upon the above and pursuant to sections 30-28-136(1)(h)(I) and 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights, **as long as the City is committed to supply water to the lots.**

According to the submitted material, there is a pond on the subject property that will be expanded as part of the development to receive drainage from this development. The applicant should be aware that unless the structure(s) meet the requirements of a "storm water detention and infiltration facility" as defined in section 37-92-602(8), C.R.S, the structure may be subject to administration by this office. The applicant should review [DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado](#), to ensure that the notification, construction and operation of the proposed structure(s) meet statutory and administrative requirements. The applicant is encouraged to use [Colorado Stormwater Detention and Infiltration Facility Notification Portal](#) to meet the notification requirements.

If you or the applicant have any questions, please contact Wenli Dickinson at 303-866-3581 x 8206 or via email at [wenli.dickinson@state.co.us](mailto:wenli.dickinson@state.co.us).

Sincerely,

A handwritten signature in blue ink that reads "Joanna Williams". The signature is written in a cursive style with a large initial "J".

Joanna Williams, P.E.  
Water Resources Engineer

Ec: Subdivision file no. 27178

## Greg Barnes

---

**From:** PlatReview <PlatReview@lumen.com>  
**Sent:** Friday, August 6, 2021 7:22 AM  
**To:** Greg Barnes  
**Subject:** FW: For Review: Sherrelwood Village (PRC2021-00005)  
**Attachments:** PRC2021-00005-rfc.pdf

Please be cautious: This email was sent from outside Adams County

Requester,

Our engineer has reviewed this plat and their comments are: " I have no objections or comments to this Plat"  
If you require signatures, you can contact the engineer CC'd on this email and if you have any further questions, please don't hesitate to reach out.

Thank you!

---

**From:** Easement, Nre <Nre.Easement@centurylink.com>  
**Sent:** Thursday, August 5, 2021 11:07 AM  
**To:** PlatReview <PlatReview@lumen.com>  
**Subject:** Fwd: For Review: Sherrelwood Village (PRC2021-00005)

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---

**From:** Greg Barnes <[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)>  
**Sent:** Thursday, August 5, 2021 11:02:00 AM  
**To:** Greg Barnes <[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)>  
**Subject:** For Review: Sherrelwood Village (PRC2021-00005)

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following applications:

1. **Preliminary plat for major subdivision to create approximately 47 lots on 3.3 acres;**
2. **Major amendment to the Final Development Plan for Sherrelwood Village;**
3. **Waiver from subdivision design standards to exceed lot depth to width ratio;**
4. **Waiver from subdivision design standards to create double-fronting lots.**

This request is located at 7840 Pecos Street. The Assessor's Parcel Numbers are 0171928400003 and 0171933100009. You have been previously notified for comments on Case # PRC2021-00001. That application has since been canceled by the applicant. Any comments that were provided on the application will still be provided to the Planning Commission and Board of County Commissioners for this new application.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 08/26/2021 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org).

## Greg Barnes

---

**From:** Clayton Woodruff <Clayton.Woodruff@RTD-Denver.com>  
**Sent:** Friday, August 27, 2021 9:14 AM  
**To:** Greg Barnes  
**Subject:** RE Sherrelwood Village PRC2021-00005

Please be cautious: This email was sent from outside Adams County

Greg,

The RTD has no new comments on this project

Thanks,



**C. Scott Woodruff**

**Engineer III**

Regional Transportation District

1560 Broadway, Suite 700, FAS-73 | Denver, CO 80202

o 303.299.2943 | m 303-720-2025

[clayton.woodruff@rtd-denver.com](mailto:clayton.woodruff@rtd-denver.com)



August 13, 2021

Greg Barnes  
Adams County Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601

RE: Sherrelwood Village, PRC2021-00005  
TCHD Case No. 7160

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the preliminary plat for the major subdivision to create 47 single-family attached dwelling units on 3.3 acres, major amendment to the final development plan, a waiver from the subdivision design standards to exceed lot depth to width ration, and a waiver from the subdivision design standards to create double-fronting lots located at 7840 Pecos Street. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

### **Community design to support walking and bicycling**

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

In order to promote walking and bicycling through this development, TCHD encourages the applicant to consider the inclusion of the following as they design the community.

- A system of sidewalks, bike paths and open space trail networks that are well-designed and well-lit, safe, and attractive so as to promote bicycle and pedestrian use.
- Bicycle and pedestrian networks that provide direct connections between destinations in and adjacent to the community.
- Where public transportation systems exist, direct pedestrian access should be provided to increase transit use and reduce unnecessary vehicle trips, and related vehicle emissions. The pedestrian/bicycle networks should be integrated with the existing and future transit plans for the area.

- Streets that are designed to be pedestrian/bike friendly and to reduce vehicle and pedestrian/bicycle fatalities.
- Bicycle facilities and racks are provided in convenient locations.

Healthy building design standards:

Building design can impact health in several ways including through the materials used and the amount of volatile organic compounds (VOCs) or other harmful chemicals that they contain, the air and water quality, the amount of daylight available, and even by encouraging physical activity and social interaction. TCHD encourages the applicant to consider incorporating design standards into the development to ensure a health-promoting environment. The applicant could pursue building certifications such as LEED, WELL Building Standard, Certified Healthy, or Living Building Challenge.

Connection to nearby bus stop or transit station:

It appears that the subject property is within 100 feet to bus stop Pecos Street and W 79<sup>th</sup> Way. Since research has shown that people who use transit regularly gain tremendous health benefits, TCHD encourages the applicant to consider providing a safe and direct connection to the transit stop. This could include designing the onsite pedestrian facilities to easily facilitate walking from the site to the nearby transit stop.

**Connection to nearby trails**

TCHD recommends that the applicant provide a direct connection from the internal pedestrian circulation system to the adjacent trail on Orchard Drive that goes around the development site.

**Radon**

Radon is a naturally occurring radioactive gas that is present at high levels in all parts of Colorado due to the presence of uranium in the soil. Radon can enter homes and long-term exposure causes lung cancer. In order to prevent radon from infiltrating the home, TCHD recommends designing new homes so that they are radon resistant. This includes laying a barrier beneath the flooring system, installing a gas-tight venting pipe from the gravel level through the roof, and sealing and caulking the foundation thoroughly. More information regarding radon and radon-resistant construction techniques can be found here: <https://www.epa.gov/radon/building-new-home-have-you-considered-radon>.

**Building Demolition**

*Fugitive Dust, Lead, and Asbestos*

The application indicates that the existing vacant building on the site will be demolished.

The Colorado Department of Public Health and Environment Air Pollution Control Division (APCD) regulates air emissions. State air quality regulations require that

precautions be taken prior to demolition of buildings to evaluate the presence of asbestos fibers that may present a health risk. If asbestos is present, actions must be taken to prevent their release into the environment. State regulations also address control of ozone depleting compounds (chlorofluorocarbons) that may be contained in air conditioning or refrigerating equipment. The applicant shall contact the APCD at (303) 692-3100 for more information. Additional information is available at <http://www.cdphe.state.co.us/ap/asbestos>.

Buildings constructed prior to 1978 may contain lead paint. Environmental Protection Agency's (EPA) 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. More information can be found here <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules> and <https://www.epa.gov/lead>. The applicant may contact, and the Environmental Protection Agency EPA at 1-800-424-5323 for more information.

### **Attainable Housing**

Access to safe, attainable housing is directly associated with positive physical and mental health outcomes and underlies one's ability to access jobs, food, medical services, and other essentials that are vital to well-being. Providing permanent supportive housing is an integral element of promoting health in our communities. TCHD supports projects that include an attainable housing component.

Please feel free to contact me at 720-200-1537 or [pmoua@tchd.org](mailto:pmoua@tchd.org) if you have any questions about TCHD's comments.



Sincerely,

Pang Moua, MPP  
Land Use and Built Environment Specialist

cc: Sheila Lynch, Keith Homersham, TCHD





**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571. 3284  
donna.l.george@xcelenergy.com

August 26, 2021

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Greg Barnes

**Re: Sherrelwood Village Filing No. 2, Case # PRC2021-00005**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Sherrelwood Village Filing No. 2** and has a concern that Lots 1-2 Block 7 and Lots 1-6 Block 6 don't appear to have dry utility easements as shown on all of the other lots for national gas and electric distribution facilities.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via [xcelenergy.com/InstallAndConnect](http://xcelenergy.com/InstallAndConnect), and additional easements *will* need to be acquired by separate document for new facilities (i.e. transformer) – be sure to contact the Designer and request that they connect with a Right-of-Way Agent.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571. 3284  
donna.l.george@xcelenergy.com

December 8, 2021

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Greg Barnes

**Re: Sherrelwood Village Filing No. 2 - 2nd referral, Case # PRC2021-00005**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk requests that the property owner/developer/contractor continues working with the Designer assigned to the project for approval of design details for **Sherrelwood Village Filing No. 2**.

If additional easements need to be acquired by separate PSCo document (i.e. transformers), a Right-of-Way Agent will need to be contacted.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

August 26, 2021

Adams County Planning Commission  
Case Sherrelwood Village FDP Amendment and Filing 2 Preliminary Plat  
Project Number PRC2021-00005

My comments are still much the same as they were in 3 previous letters of opposition and concern about this Delwest proposal. Such as the entire proposal is not harmonious nor compatible to this existing single Family neighborhood.

Delwest has built housing now on 2 large former school sites, and are proposing to tear down an existing school site for this project. This has taken away Community playgrounds and open space for the kids in this area. Scherrelwood park is the last park in the entire neighborhood. This project will add over 100 new Families to a small acreage that had all been open access to Sherrelwood park.

Therefore, Delwest should have some commitment to the Community to provide recreational/playground equipment to be located in the Sherrelwood park next door to this project. This should include,

1. A shelter house and/or a Community Center to accommodate at least a party of 100 people. The existing school that is being torn down, should of or could have been made into a Community Center, as we do not have any in this neighborhood.
2. Modern playground equipment able to accommodate children of all age groups and adult type activities as well; such as exercise structures.
3. A swing structure that is ADA compliant, as well as other swings, slides and climbing and bridging structures.

In the change to a major subdivision to create 47 new lots, does that then change the tax liabilities to the individual home owners?

This Developer does not yet give us the "affordable housing" he told us we were getting in his public meetings.

Roger and Pat Hall  
8121 Albert Ct  
Denver CO 80221







## Greg Barnes

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**From:** Pat Hall <halpat867@gmail.com>  
**Sent:** Sunday, December 12, 2021 11:24 AM  
**To:** Greg Barnes  
**Subject:** Re: For Review: Sherrelwood (PRC2021-00005)

Please be cautious: This email was sent from outside Adams County

My only comment, since this developer won approval of a disastrous project, is that I was told that there would be a dollar commitment from Del West to cover the costs of a major project in Sherrelwood Park. He stated in some Adams County meetings he would commit over \$250,000. I hope there was some agreement with Highland Hills that that is going to happen. He promised the neighborhood that this project would be affordable housing and now we know he has changed his mind again regarding projects in this Community. I hope there has been some counting of traffic on Pecos since this developer claimed his 150 houses were not going to make an impact. Thanks for listening. Pat Hall

On Tue, Nov 23, 2021 at 9:04 AM Greg Barnes <[GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org)> wrote:

In August 2021, you provided comments on an application for development. The application is known as Sherrelwood Village (PRC2021-00005). The applicant has provided a response to these comments. Please review the applicant's response and provide any additional or revised comments to me ([gjbarnes@adcogov.org](mailto:gjbarnes@adcogov.org)) on or before December 7, 2021. The resubmittal can be viewed at: <https://adcogov.org/sites/default/files/PRC2021-00005-submittal2.PDF>



### Greg Barnes

Planner III, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 [gjbarnes@adcogov.org](mailto:gjbarnes@adcogov.org)

[adcogov.org](http://adcogov.org)

#### My work schedule is:

Monday – Alternating weeks of 7 am – 3:30 pm and off

Tuesday – Friday – 7 am – 4:30 pm



## Request for Comments

Case Name: Sherrelwood Village FDP Amendment & Filing 2 Preliminary Plat  
Case Number: PRC2021-00005

August 5, 2021

The Adams County Planning Commission and Board of County Commissioners are requesting comments on the following applications: **1. Preliminary plat for major subdivision to create approximately 47 lots on 3.3 acres; 2. Major amendment to the Final Development Plan for Sherrelwood Village; 3. Waiver from subdivision design standards to exceed lot depth to width ratio; and 4. Waiver from subdivision design standards to create double-fronting lots.** This request is located at 7840 Pecos Street. The Assessor's Parcel Numbers are 0171928400003 and 0171933100009. You have been previously notified for comments on Case # PRC2021-00001. That application has since been canceled by the applicant. Any comments that were provided on the application will still be provided to the Planning Commission and Board of County Commissioners for this new application.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 08/26/2021 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org).

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Greg Barnes  
Planner III

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BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5





## Public Hearing Notification

Case Name:	Sherrelwood Village FDP Amendment & Filing 2 Preliminary Plat
Case Number:	PRC2021-00005
Planning Commission Hearing Date:	08/11/2022 at 6:00 p.m.
Board of County Commissioners Hearing Date:	08/30/2022 at 9:30 a.m.

July 19, 2022

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request:

**1. Preliminary plat for major subdivision to create approximately 47 lots on 3.3 acres (PLT2021-00016); 2. Major amendment to the Final Development Plan for Sherrelwood Village (PUD2021-00004); 3. Waiver from subdivision design standards to exceed lot depth to width ratio**

The Assessor's Parcel Number(s) 0171928400003, 0171933100009, 0171933124057, 0171933124058

Applicant Information: Delwest Development Corp  
CRAIG FITCHETT  
155 S MADISON ST STE 326  
DENVER, CO 80209

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Layla Bajelan, Senior Long Range Planner, on behalf of Case Planner Greg Barnes, Planner III

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5

## PUBLICATION REQUEST

**Case Name:** Sherrelwood Village FDP Amendment & Filing 2 Preliminary Plat

**Case Number:** PRC2021-00005

**Planning Commission Hearing Date:** 08/11/2022 at 6:00 p.m.

**Board of County Commissioners Hearing Date:** 08/30/2022 at 9:30 a.m.

**Case Manager:** Layla Bajelan, Senior Long-Range Planner, [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org) 720.523.6863 on Behalf of Case Manager Greg Barnes

**Request:** 1. Preliminary plat for major subdivision to create approximately 47 lots on 3.3 acres (PLT2021-00016); 2. Major amendment to the Final Development Plan for Sherrelwood Village (PUD2021-00004); 3. Waiver from subdivision design standards to exceed lot depth to width ratio

**Parcel Number (s):** 0171928400003, 0171933100009, 0171933124057, 0171933124058

**Address:** 7840 Pecos St.

### Legal Descriptions:

SECT, TWN, RNG 33-2-68 DESC: BEG AT THE N4 COR OF SEC 33 TH N 89D 55M 33S E A DIST OF 30 FT TO A PT SD PT BEING THE POB TH THE FOL COURSES AND DIST N 00D 00M 00S E 295/42 FT S 82D 26M 14S E 20/18 FT S 82D 26M 14S E 8/04 FT S 76D 32M 09S E 178/58 FT S 21D 24M 11S E 268/24 FT S 89D 55M 33S W 299/53 FT TO THE POB EXC RD (BK 3720 PG 279) 1/48A &

SECT, TWN, RNG: 33-2-68 DESC: BEG AT A PT ON E LN N PECOS ST 20 FT S OF N LN SEC 33 TH S ALG E LN PECOS ST 208 FT TH E 208 FT TH N AT R/A 208 FT M/L TO A PT 20 FT S OF N LN SD SEC TH W 208 FT M/L TO POB 1A

&

SHERRELWOOD VILLAGE TRACT D

&

SHERRELWOOD VILLAGE TRACT B

**Applicant:** Delwest Development Corp., CRAIG FITCHETT 155 S MADISON ST STE 326 DENVER, CO 80209

**Public Hearings Location:** 4430 S. Adams County Pkwy., Brighton, CO 80601 Please visit <http://www.adcogov.org/bocc> for up to date information. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).



Referral Listing  
Case Number PRC2021-00005  
Sherrelwood Village FDP Amendment & Filing 2  
Preliminary Plat

Agency

Contact Information

ADAMS 12 FIVE STAR SCHOOLS

MATT SCHAEFER - PLANNING MANAGER  
1500 E. 128TH AVENUE  
THORNTON CO 80241  
720-972-4289  
matt.schaefer@adams12.org

Adams County Assessor

Margaret Grondalsky  
4430 S Adams County Pkwy  
C2100  
Brighton CO 80601  
720.523.6712  
MGrondalski@adcogov.org

Adams County Attorney

Christine Fitch  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6352  
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Adams County CEDD Addressing

David Dittmer  
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Brighton CO 80601  
720.523.6800  
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Adams County CEDD Administrative

Gina Maldonado  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6823  
gmaldonado@adcogov.org

Adams County CEDD Building Safety

Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6825  
JBlair@adcogov.org

Adams County CEDD Engineer

Devt. Services Engineering  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6800  
Contact Person May Vary Depending on Case

Adams County CEDD Right-of-Way

David Dittmer  
4430 S Adams County Pkwy.  
Brighton CO 80601  
720-523-6837  
ddittmer@adcogov.org

Agency

Contact Information

---

Adams County Constiuent Services	Matt Gorenc 4430 S Adams County Pkwy Brighton CO 80220 720.523.6997 mgorenc@adcogov.org	
Adams County CSWB Code Compliance Officer	Rudy Martinez 4430 S Adams County Pkwy Brighton CO 80601 720.523.6833 rrmartinez@adcogov.org	
Adams County CSWB Neighborhood Services Division	Gail Moon 4430 S Adams County Pkwy Brighton CO 80601 720-523-6856 gmoon@adcogov.org	
Adams County Fire Protection District	Whitney Even 7980 Elmwood Lane Denver CO 80221 303-539-6802 referrals@acfpd.org	303-539-6802
Adams County Fire Protection District	Carla Gutierrez 7980 Elmwood Ln. Denver CO 80221 303-539-6862 referrals@acfpd.org	
Adams County POSCA Deputy Director	Marc Pedrucci 9755 Henderson Rd Brighton CO 80601 303-637-8014 mpedrucci@adcogov.org	
Adams County POSCA Natural Resource Specialist	Aaron Clark 9755 Henderson Rd Brighton CO 80601 (303) 637-8005 aclark@adcogov.org	
Adams County Public Works Construction Inspection	-- 4430 S Adams County Pkwy Brighton CO 80601 720-523-6965 Send to Case Engineer	
Adams County Sheriff	Community Connections 4430 S Adams County Pkwy Brighton CO 80601 303-655-3283 CommunityConnections@adcogov.org	
Adams County Sheriff	Rick Reigenborn 4430 S Adams County Pkwy Brighton CO 80601 (303) 654-1850 rreigenborn@adcogov.org	

Agency

Contact Information

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Adams County Treasurer

Lisa Culpepper  
4430 S Adams County Pkwy  
Brighton CO 80601  
720.523-6166  
lculpepper@adcogov.org

Century Link

Joseph Osbourne  
303.518.3360  
RCUs only: joseph.osborne@centurylink.com

Century Link

Network Real Estate Team  
303.518.3360  
VSPs ONLY: relocations@centurylink.com

Century Link

NRE Easement  
303.518.3360  
PLTs ONLY: nre.easement@centurylink.com

Century Link, Inc

Ken Miller  
5325 Zuni St, Rm 728  
Denver CO 80221  
303.518.3360  
RCUs ONLY: kenneth.r.miller@lumen.com

City of Federal Heights

Stephanie Lubanovic  
2380 W 90th Ave  
Federal Heights CO 80260  
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City of Federal Heights

Tim Williams  
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Colorado Department of Transportation (CDOT)

Steve Loeffler  
2829 W Howard Pl  
2nd Floor  
Denver CO 80204  
303-757-9891  
steven.loeffler@state.co.us

Colorado Division of Water Resources

Joanna Williams  
Office of State Engineer  
1313 Sherman St, Room 818  
Denver CO 80203  
303-866-3581  
joanna.williams@state.co.us

Colorado Division of Water Resources

Joanna Williams  
Office of State Engineer  
1313 Sherman St, Room 818  
Denver CO 80203  
303-866-3581  
joanna.williams@state.co.us

Agency

Contact Information

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Colorado Division of Wildlife	Hannah Posey 6060 Broadway St. Denver CO 80216-1000 303-947-1798 hannah.posey@state.co.us
Colorado Geological Survey	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 303-384-2655 CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 303-384-2655 CGS_LUR@mines.edu
COMCAST	Miguel Flores 8490 N UMATILLA ST FEDERAL HEIGHTS CO 80260 720-413-0113 Miguel_Flores@comcast.com
Crestview Water & Sanitation District	Mitchell Terry PO Box 666 Westminster CO 80036 303-429-1881 manager@crestviewwater.com
Division of Mining and Reclamation Safety	Jason Musick Colorado Department of Natural Resources 1313 Sherman St., #215 Denver CO 80203 (303) 866-3567 EXT. 8120 jason.musick@state.co.us
Mapleton School District #1	Charlotte Ciancio 7350 N Broadway Denver CO 80221 303-853-1015 charlotte@mapleton.us
Metro Wastewater Recovery	Craig Simmonds 6450 York St. Denver CO 80229 303-286-3338 simmonds@metrowaterrecovery.com
PERL MACK NEIGHBORHOOD GROUP	DAN MICEK - PRESIDENT 7294 NAVAJO ST. DENVER CO 80221 303-428-8557 DANMICEK54@COMCAST.NET
Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com

Agency

Contact Information

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Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	-- 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	-- 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Regional Transportation District (RTD)	Paul Von Fay 1560 Broadway Suite 700 Denver CO 80202 303-299-2317 engineering@rtd-denver.com
Tri-County Health Department	Sheila Lynch 6162 S Willow Dr Suite 100 Greenwood Village CO 80111 720-200-1571 landuse@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .
United States Postal Service	Jason Eddleman 303-853-6025 Jason.G.Eddleman@usps.gov
US EPA	Stan Christensen 1595 Wynkoop Street DENVER CO 80202 1-800-227-8917 christensen.stanley@epa.gov
WESTMINSTER SCHOOL DISTRICT #50	Deborah Escobar 7002 Raleigh Street WESTMINSTER CO 80030 720-542-5100 descobar@adams50.org

1640 PECOS WAY LLC  
7895 EVERETT WAY  
ARVADA CO 80005

EAST BRIDGE STREET LLC  
PO BOX 18393  
DENVER CO 80218-0393

7840 PECOS INVESTMENTS LLC  
155 S MADISON ST STE 326  
DENVER CO 80209-3069

ELMWOOD NORTH LLC  
8000 PECOS ST  
DENVER CO 80221-3979

BIRD WYNNE D AND LOVATO PAMELA L  
PO BOX 21845  
DENVER CO 80221

ELMWOOD POINTE LLC  
155 S MADISON ST STE 326  
DENVER CO 80209-3069

CABRAL JOSE AND  
CABRAL ORALIA  
1841 SHERRELWOOD DR  
DENVER CO 80221-4645

ENRIQUEZ YASMIN REYES AND  
REYES REYNALDO  
7961 NAVAJO ST  
DENVER CO 80221-4265

CARPENTER HOWARD D  
1508 N 2150 E  
LAYTON UT 84040-2323

FAIR THOMAS SCHUYLER  
11532 BEACON AVE  
HUNTLEY IL 60142-8190

CHAVEZ GERARDO AND  
CHAVEZ MAGDALENA  
5965 W 86TH AVE  
ARVADA CO 80003-1317

GARCIA MARCELLA  
1560 ELMWOOD PL  
DENVER CO 80221-4263

CHESTELSON JULIAN B AND  
CHESTELSON SHEILA M  
607 ELM CT  
DALLAS CENTER IA 50063

GARCIA STEVEN DAVID AND CHRISTINE R  
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DENVER CO 80221

CICIORA JEANETTE C REVOCABLE LIVING TRUST  
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SOUTHPORT CT 06890-3000

GILLESPIE MARYANN  
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CITY OF THORNTON  
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THORNTON CO 80229-4326

GRAY TRAVIS  
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BROOMFIELD CO 80020-5238

DELWEST DEVELOPMENT CORP  
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DENVER CO 80209-3069

GREY ZACHARY J AND  
GREY ASHLEY L  
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DENVER CO 80221-4264



GRIFFIN PAULINE L  
3091 W 134TH AVE  
BROOMFIELD CO 80020-5106

MBT LLC  
2499 ANTELOPE RIDGE TRL  
PARKER CO 80138-4234

HALL ROGER E AND HALL PATRICIA J  
8121 ALBERT CT  
DENVER CO 80221-3907

NOLA MANAGEMENT LLC  
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LAKEWOOD CO 80226-3441

HANEGAN LORETTA J AND  
HANEGAN ANGELA N  
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DENVER CO 80234-2622

OLIVAS RODRIGUEZ AARON  
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DENVER CO 80221-4260

HYLAND HILLS PARK AND  
RECREATION DISTRICT  
8801 N PECOS ST  
FEDERAL HEIGHTS CO 80260

PASCH WHITNEY LYNN  
4639 E FAIR PL  
LITTLETON CO 80121-3269

IGOUE TORRI  
1467 ELMWOOD PL  
DENVER CO 80221-4262

PHAM DONNA HANHPHUC  
7822 W 95TH DR  
BROOMFIELD CO 80021-8659

JOHNSON ROBERT EARL TRUST THE  
1335 W 78TH CR  
DENVER CO 80221

QUIVAS 7958 LLC  
PO BOX 19193  
DENVER CO 80219-0193

JONES BRIEN P  
7890 OSAGE ST  
DENVER CO 80221-4266

RAMIREZ JOSE AND GUZMAN MANUELA  
2463 MEADOWBROOK DRIVE  
DENVER CO 80221

KAY CAPITAL INVESTMENT GROUP LLC  
4049 OSAGE ST  
DENVER CO 80211-2546

SALAZAR MELANO AND  
SALAZAR ABELINA  
6267 RALEIGH ST  
ARVADA CO 80003-6745

KLOSS KATIE JO  
11388 EATON ST  
WESTMINSTER CO 80020-6869

SANGHONGTONG KITTIKAN AND  
LILLIE STELLA  
1520 ELMWOOD PL  
DENVER CO 80221-4263

LI XIAO YING AND  
LI HUAN NONG  
12533 GRAPE ST  
THORNTON CO 80241

SCHIPANI NINA L AND BIELAWSKI ROBERT M AND  
RAMONA BIELAWSKI 2019 IRREVOCABLE TRUST  
2373 THORN LODGE DR

SCHOOL DISTRICT NO.50  
C/O SANDRA MCCLURE  
7002 RALEIGH ST  
WESTMINSTER CO 80030-5996

ALBAWWAB RAMY  
OR CURRENT RESIDENT  
1660 PECOS WAY  
DENVER CO 80221

STUDZINSKI CALVIN J AND  
STUDZINSKI ANDREA J  
7956 OSAGE ST  
DENVER CO 80221-4267

ANDRADE MENDOZA ALEJANDRO AND  
ANDRADE MENDOZA MAYRA  
OR CURRENT RESIDENT  
1681 SHERRELWOOD DR  
DENVER CO 80221-4625

TALCOTT LORENZO AND  
SHIPPLEY TAMMY  
1446 ELMWOOD PL  
DENVER CO 80221-4262

ARNDT HALEY AND  
HUGHES ROBERT III  
OR CURRENT RESIDENT  
1545 W 78TH CIR  
DENVER CO 80221-3997

VALLEY VISTA DEVELOPMENT CO

BAILIE LISA S  
OR CURRENT RESIDENT  
1760 PECOS WAY  
DENVER CO 80221-7714

VAN HORNE ROBERT  
10920 PEARL WAY  
NORTHGLENN CO 80233-3372

BARR KEN M AND  
BARR DONNA D  
OR CURRENT RESIDENT  
8120 ALBERT CT  
DENVER CO 80221

VILLALOBOS DAVID AND VILLALOBOS OLGA  
6670 MARIPOSA ST  
DENVER CO 80221-2684

BEACH ANDREW AND  
BEACH BREANNA  
OR CURRENT RESIDENT  
1641 ORCHARD DR  
DENVER CO 80221-4659

VILLALOBOS ERNESTO  
1000 ABERNATHY RD NE BLDG 400 SUITE 200  
ATLANTA GA 30328

BEALL JOHN ROBERT AND  
BEALL ANITA JANE  
OR CURRENT RESIDENT  
7867 QUIVAS WAY  
DENVER CO 80221-3836

WENDEL JOHN L  
7968 QUIVAS STREET  
DENVER CO 80221

BENDT JACK W AND  
BENDT KAREN S  
OR CURRENT RESIDENT  
7957 QUIVAS WAY  
DENVER CO 80221-3838

ADAME JOLENE A AND  
ADAME ALEXANDER S  
OR CURRENT RESIDENT  
8137 VANGUARD DR  
DENVER CO 80221-4651

BENNINGHOVEN MARINA DIANE  
OR CURRENT RESIDENT  
7887 QUIVAS WAY  
THORNTON CO 80221-3836

ADOLF KELLIE J W AND  
HAZZARD MICHAEL R  
OR CURRENT RESIDENT  
1480 KOKAI CIR  
DENVER CO 80221-3998

BETANCOURT GRACE  
OR CURRENT RESIDENT  
7906 CYD DR  
DENVER CO 80221-3874

BILLS MORGAN KAY  
OR CURRENT RESIDENT  
1641 SHERRELWOOD DR  
DENVER CO 80221-4625

CARRANCO NICK E AND  
CARRANCO GLORIA  
OR CURRENT RESIDENT  
1661 PECOS WAY  
DENVER CO 80221-4619

BRAILEY EVERETT D AND BRAILEY VIRGENA MARIE  
LOHR KIMBERLY AND LOHR KEITH  
OR CURRENT RESIDENT  
7956 CYD DR  
DENVER CO 80221-3874

CARRILLO MARIO M AND  
CARRILLO JESSICA A  
OR CURRENT RESIDENT  
1490 KOKAI CIR  
DENVER CO 80221-3998

BREZALL PETE J AND  
BREZALL VALERIE R  
OR CURRENT RESIDENT  
7977 QUIVAS WAY  
DENVER CO 80221-3838

CASILLAS-SAUCEDO JUAN M AND  
VASQUEZ ANNA M  
OR CURRENT RESIDENT  
8116 NOLA DR  
DENVER CO 80221-4616

BURCIAGA SERGIO AND  
RODRIGUEZ MELISA M  
OR CURRENT RESIDENT  
7943 GREENWOOD BLVD  
DENVER CO 80221-3736

CASTELLANOS JUAN L JR AND  
CASTELLANOS ESTHER L  
OR CURRENT RESIDENT  
8151 PECOS ST  
DENVER CO 80221-3953

BUSTILLOS LUIS CARLOS  
OR CURRENT RESIDENT  
1455 KOKAI CIR  
DENVER CO 80221-3998

CHAPARRO RACHEL  
OR CURRENT RESIDENT  
1540 ELMWOOD PL  
DENVER CO 80221-4263

BYNUM PAUL/MCKINSTRY STEPHANIE AND  
GODBEY BENJAMIN  
OR CURRENT RESIDENT  
8145 NOLA DRIVE  
DENVER CO 80221

CHAUDHARY DEV AND  
CHAUDHARY NISHA  
OR CURRENT RESIDENT  
1580 ELMWOOD PL  
DENVER CO 80221-4263

CALLAHAN HEWITT COLLEEN M  
OR CURRENT RESIDENT  
1440 W 78TH CIR  
DENVER CO 80221-3994

CISNEROS DENISSE GUILLEN  
OR CURRENT RESIDENT  
1760 ORCHARD DR  
DENVER CO 80221-7727

CAMPBELL SUSAN  
OR CURRENT RESIDENT  
1620 SHERRELWOOD DR  
DENVER CO 80221-4626

CLARK ANNA M  
OR CURRENT RESIDENT  
1460 W 78TH CIR  
DENVER CO 80221-3994

CAO TRANG AND  
NGUYEN BRYANT  
OR CURRENT RESIDENT  
7925 OSAGE ST  
DENVER CO 80221

CLAUSS GREGORY L AND  
SALAZAR DEBORAH F  
OR CURRENT RESIDENT  
1680 ORCHARD DR  
DENVER CO 80221-4660

CARDONA JOSE FRANCISCO AND  
BECERRA SANDRA LEAL  
OR CURRENT RESIDENT  
7927 QUIVAS WAY  
DENVER CO 80221-3838

CLAVERS STEPHEN J  
OR CURRENT RESIDENT  
7949 PECOS ST  
DENVER CO 80221-3930

CONTRERAS LEONARDO  
OR CURRENT RESIDENT  
1510 W 78TH CIRCLE  
DENVER CO 80221

DUNOMES SHIRLEY  
OR CURRENT RESIDENT  
7957 OSAGE ST  
DENVER CO 80221

CORNEJO MAGDALENE H  
OR CURRENT RESIDENT  
1525 W 78TH CIR  
DENVER CO 80221-3997

DURAN FLOYD LEROY AND CHERYL M  
OR CURRENT RESIDENT  
1761 W 79TH WAY  
DENVER CO 80221-3828

COSTON MONTY R  
OR CURRENT RESIDENT  
1740 SHERRELWOOD DR  
DENVER CO 80221-7722

ESCALERA RUBEN MANCHA  
OR CURRENT RESIDENT  
7949 OSAGE ST  
DENVER CO 80221-4267

COTTRELL MILTON L/BETTY J AS TRUSTEES  
OF THE COTTRELL FAMILY TRUST THE  
OR CURRENT RESIDENT  
1741 PECOS WAY  
DENVER CO 80221-7716

FEDERICO LOUIS J  
OR CURRENT RESIDENT  
7886 CYD DR  
DENVER CO 80221-3835

DAITER JONATHAN M AND  
PALUMBO ALIYAH M  
OR CURRENT RESIDENT  
7920 NAVAJO ST  
DENVER CO 80221-4265

FERARESE JANINE S  
OR CURRENT RESIDENT  
1760 SHERRELWOOD DR  
DENVER CO 80221-7722

DALE DAVID AND  
DALE ALLYSON  
OR CURRENT RESIDENT  
7928 QUIVAS WAY  
DENVER CO 80221-3839

FERGUSON JOSH E AND  
FERGUSON ELIZABETH K  
OR CURRENT RESIDENT  
7905 CYD DR  
DENVER CO 80221-3834

DAM THINH AND  
NGUYEN YENPHUONG  
OR CURRENT RESIDENT  
1500 KOKAI CIR  
DENVER CO 80221-3998

FLEISCHAUER WAYNE A AND  
FLEISCHAUER MARILYN R  
OR CURRENT RESIDENT  
8119 NOLA DR  
DENVER CO 80221-4615

DAY RONALD B  
OR CURRENT RESIDENT  
7869 PECOS STREET  
DENVER CO 80221

FLETCHER GRANT AND  
BELSKY HANNAH RAE  
OR CURRENT RESIDENT  
7901 OSAGE ST  
DENVER CO 80221-4267

DOMINGUEZ RICARDO R JR AND  
DOMINGUEZ YOLANDA N  
OR CURRENT RESIDENT  
8125 NOLA DR  
DENVER CO 80221-4615

FREEZE V EDGAR WILSON  
OR CURRENT RESIDENT  
7924 RARITAN STREET  
DENVER CO 80221

DUNN KAREN H LIVING TRUST  
OR CURRENT RESIDENT  
1800 ORCHARD DR  
DENVER CO 80221-4664

GARCIA AUTUMN L AND  
GARCIA ALEX M  
OR CURRENT RESIDENT  
7951 NAVAJO ST  
DENVER CO 80221-4265

GARCIA RAMIREZ JUAN  
OR CURRENT RESIDENT  
1526 W 81ST PLACE  
DENVER CO 80221

GUTIERREZ JUADO ANTONIO AND  
CHAVEZ TORRES DEISSY JANET  
OR CURRENT RESIDENT  
1315 W 78TH CIR  
DENVER CO 80221-3993

GILES MATTHEW P  
OR CURRENT RESIDENT  
7879 PECOS STREET  
DENVER CO 80221

HALL ROGER E AND  
HALL PATRICIA J  
OR CURRENT RESIDENT  
8121 ALBERT CT  
DENVER CO 80221-3907

GONZALES NATALIE  
OR CURRENT RESIDENT  
1661 SHERRELWOOD DR  
DENVER CO 80221-4625

HARSCH ELIZABETH JO  
OR CURRENT RESIDENT  
1740 W 79TH WAY  
DENVER CO 80221-3831

GONZALES RUPERT B.  
OR CURRENT RESIDENT  
7929 PECOS ST  
DENVER CO 80221-3930

HARVEY ROBERT L  
OR CURRENT RESIDENT  
7897 QUIVAS WAY  
DENVER CO 80221-3836

GONZALES-CASTILLO ELEAZAR AND  
GONZALEZ JESSICA  
OR CURRENT RESIDENT  
1365 W 78TH CIRCLE  
DENVER CO 80221

HAWKINS TOM J AND  
HAWKINS NICOLE  
OR CURRENT RESIDENT  
7973 GREENWOOD BLVD  
DENVER CO 80221-3736

GONZALEZ JOSE AND  
GONZALEZ PHYLLIS  
OR CURRENT RESIDENT  
7934 RARITAN ST  
DENVER CO 80221-3841

HEILIGENSTEIN ADAM AND  
SANTUCCI NATALIE  
OR CURRENT RESIDENT  
7948 OSAGE ST  
DENVER CO 80221-4267

GONZALEZ RAFAEL/RAQUEL AND  
ESPARZA IRENE  
OR CURRENT RESIDENT  
1620 PECOS WAY  
DENVER CO 80221

HERRERA SERGIO M  
OR CURRENT RESIDENT  
7947 QUIVAS WAY  
DENVER CO 80221-3838

GRAY CARSON DAVID  
OR CURRENT RESIDENT  
1465 W 78TH CIR  
DENVER CO 80221-3995

HERTZ DAVID AND  
HERTZ ANNETTE R MOORE  
OR CURRENT RESIDENT  
1445 W 78TH CIR  
DENVER CO 80221

GREEN DEBRA A AND  
GREEN DOUGLAS L  
OR CURRENT RESIDENT  
1680 PECOS WAY  
DENVER CO 80221-4620

HOLGUIN GUILLERMO  
OR CURRENT RESIDENT  
7963 GREENWOOD BLVD  
DENVER CO 80221-3736

GUERRERO HENRY E AND  
GUERRERO MARY C  
OR CURRENT RESIDENT  
1761 SHERRELWOOD DR  
DENVER CO 80221-7723

HRYHORYSAK MAKENZIE AND  
NORDEEN NICHOLAS  
OR CURRENT RESIDENT  
7941 NAVAJO ST  
DENVER CO 80221-4265

JAEN ANDRE L AND  
ELMER CAITLIN G  
OR CURRENT RESIDENT  
7946 CYD DR  
DENVER CO 80221-3874

LACER GROVER ALLEN AND  
LACER JUNE LEE  
OR CURRENT RESIDENT  
1546 W 81ST PL  
DENVER CO 80221-3902

JAMILI AARON AND  
POSNER SAMANTHA AND JAMILI THERESA  
OR CURRENT RESIDENT  
7901 NAVAJO ST  
DENVER CO 80221-4265

LAMOS THOMAS  
OR CURRENT RESIDENT  
1425 W 78TH CIR  
DENVER CO 80221-3995

JOHANESSEN JENNIE M  
OR CURRENT RESIDENT  
1741 ORCHARD DR  
DENVER CO 80221-7728

LAN CHEONG YOKE  
OR CURRENT RESIDENT  
1781 ORCHARD DR  
DENVER CO 80221-7728

JOHNSON AARON ADRIAN AND  
KIDWELL ALORA DANON  
OR CURRENT RESIDENT  
1515 W 78TH CIR  
DENVER CO 80221-3997

LAPETINA CHARLES B AND  
LAPETINA SHELLY  
OR CURRENT RESIDENT  
1479 LOFTON CT  
DENVER CO 80221-3999

JONES RYAN  
OR CURRENT RESIDENT  
1920 W 79TH WAY  
DENVER CO 80221-3833

LARA OSCAR CHAVEZ AND  
CHAVEZ MELINDA A  
OR CURRENT RESIDENT  
1721 ORCHARD DR  
DENVER CO 80221-7728

JUGERT DAVID D AND  
JUGERT KATHY M  
OR CURRENT RESIDENT  
1741 SHERRELWOOD DR  
DENVER CO 80221-7723

LAW GARY CHRISTOPHER AND  
LAW TINA M  
OR CURRENT RESIDENT  
1660 ORCHARD DR  
DENVER CO 80221-4660

KEYFAUVER JASMYNE AND  
KEYFAUVER TANNER  
OR CURRENT RESIDENT  
1621 PECOS WAY  
DENVER CO 80221-4619

LE THU  
OR CURRENT RESIDENT  
1741 W 79TH WAY  
DENVER CO 80221-3828

KOKAI FRANK AND  
KOKAI GAYLA  
OR CURRENT RESIDENT  
1460 KOKAI CIR  
DENVER CO 80221-3998

LOBATO MAXINE  
OR CURRENT RESIDENT  
1640 ORCHARD DR  
DENVER CO 80221-4660

KOKAI MIKLOS AND KOKAI ANNA  
OR CURRENT RESIDENT  
1440 KOKAI CIRCLE  
DENVER CO 80221

LOPEZ LORENZO  
OR CURRENT RESIDENT  
8136 NOLA DR  
DENVER CO 80221-4616

LA CHATA FAMILY LIVING TRUST THE  
OR CURRENT RESIDENT  
1881 W 79TH WAY  
DENVER CO 80221-3832

LOYA JOSE F TORRES  
OR CURRENT RESIDENT  
7941 OSAGE ST  
DENVER CO 80221-4267

LUJAN OTONIEL  
OR CURRENT RESIDENT  
7926 CYD DR  
DENVER CO 80221-3874

MCDANIEL CHARLES M  
OR CURRENT RESIDENT  
7978 QUIVAS WAY  
DENVER CO 80221-3839

MAESTAS CYNTHIA A AND  
MAESTAS JOSEPH D AND MAESTAS GINA D  
OR CURRENT RESIDENT  
7959 PECOS ST  
DENVER CO 80221

MEJIA JESUS  
OR CURRENT RESIDENT  
1681 PECOS WAY  
DENVER CO 80221-4619

MANCHA LIZETTE  
OR CURRENT RESIDENT  
7917 OSAGE ST  
DENVER CO 80209

MENDOZA ACEVES JUAN CARLOS  
OR CURRENT RESIDENT  
1590 ELMWOOD PL  
DENVER CO 80221-4263

MANDUJANO-JIMENEZ FERNANDO  
OR CURRENT RESIDENT  
7888 QUIVAS WAY  
DENVER CO 80221-3837

MERCADO NESTOR J SR/ELNORA M REVOCABLE  
TRUST/NESTOR J SR/ELNORA N TRUSTEES  
OR CURRENT RESIDENT  
1701 ORCHARD DR  
DENVER CO 80221-7728

MARTINEZ ADRIAN AND  
MARTINEZ DESIREE  
OR CURRENT RESIDENT  
1740 PECOS WAY  
DENVER CO 80221-7714

MONDRAGON ODILON AND  
MONDRAGON CAROLINA  
OR CURRENT RESIDENT  
8109 NOLA DR  
DENVER CO 80221-4615

MARTINEZ JULIE A  
OR CURRENT RESIDENT  
1720 PECOS WAY  
DENVER CO 80221-7714

MUKHINA MARINA  
OR CURRENT RESIDENT  
7910 OSAGE ST  
DENVER CO 80221-4267

MARTINEZ RANDY J AND  
MARTINEZ ANNE L  
OR CURRENT RESIDENT  
8016 RARITAN ST  
DENVER CO 80221-3843

NARDI GIOVANNI J  
OR CURRENT RESIDENT  
1801 SHERRELWOOD DR  
DENVER CO 80221-4645

MARTINEZ RENTERIA GUSTAVO  
OR CURRENT RESIDENT  
1720 SHERRELWOOD DRIVE  
DENVER CO 80221

NELSON ZACHARY AND  
CERNA CYNTHIA  
OR CURRENT RESIDENT  
7940 OSAGE ST  
DENVER CO 80221-4267

MASCARENAZ FRANSISCA M  
OR CURRENT RESIDENT  
1641 PECOS WAY  
DENVER CO 80221-4619

NGO TRUNG HOANG AND  
NGO NAM HOANG  
OR CURRENT RESIDENT  
1499 LOFTON CT  
DENVER CO 80221-3999

MAXWELL MARK AND  
YAEMCHAT PHIMSUDA  
OR CURRENT RESIDENT  
1456 ELMWOOD PL  
DENVER CO 80221-4262

NGUYEN HANHTHUC THI  
OR CURRENT RESIDENT  
1700 PECOS WAY  
DENVER CO 80221-7714

NGUYEN KIM DUNG THI  
OR CURRENT RESIDENT  
1791 SHERRELWOOD DR  
DENVER CO 80221-7723

PENA JEFERSON A ROJAS AND  
RODRIGUEZ MILDRED J REYES  
OR CURRENT RESIDENT  
7900 OSAGE ST  
DENVER CO 80221-4267

NUNEZ IRINEO  
OR CURRENT RESIDENT  
1780 W 79TH WAY  
DENVER CO 80221-3831

PENA MICHAEL ANTHONY AND  
CESPEDES CHAVEZ SHANDI MARIE  
OR CURRENT RESIDENT  
7858 QUIVAS WAY  
DENVER CO 80221-3837

OLAGUE ANTONIA AND  
OLAGUE ABEL  
OR CURRENT RESIDENT  
7953 GREENWOOD BLVD  
DENVER CO 80221-3736

PERALTA CLAUDIA G  
OR CURRENT RESIDENT  
1620 ORCHARD DR  
DENVER CO 80221-4660

OLLER DANIEL J AND  
OLLER MARJEANE C  
OR CURRENT RESIDENT  
7916 CYD DR  
DENVER CO 80221-3874

PERALTA ROBERT KEN  
OR CURRENT RESIDENT  
1761 ORCHARD DR  
DENVER CO 80221-7728

OMOTO RONNIE H AND  
OMOTO JUSTIN H  
OR CURRENT RESIDENT  
7937 QUIVAS WAY  
DENVER CO 80221-3838

PEREZ JESUS AND  
SUAZO KATHERINE  
OR CURRENT RESIDENT  
1661 ORCHARD DR  
DENVER CO 80221-4659

ONTIVEROS VICTOR AND  
ARIAS ROBERTO  
OR CURRENT RESIDENT  
7909 OSAGE ST  
DENVER CO 80221-4267

PHAIMANY THOMA AND  
PHAIMANY THAMDY  
OR CURRENT RESIDENT  
1721 PECOS WAY  
DENVER CO 80221

OPP CAMRIN  
OR CURRENT RESIDENT  
1455 ELMWOOD PL  
DENVER CO 80221-4262

PHILLIPS ALEXANDRA DANIELLE AND  
PHILLIPS CONNOR KINGSBURG  
OR CURRENT RESIDENT  
7911 NAVAJO ST  
DENVER CO 80221-4265

PACKARD ZEBERIAN  
OR CURRENT RESIDENT  
1900 W 79TH WAY  
DENVER CO 80221-3833

PIERSON JONATHAN  
OR CURRENT RESIDENT  
7969 PECOS ST  
DENVER CO 80221-3930

PAREPA ELENA CARMEN  
OR CURRENT RESIDENT  
7979 PECOS ST  
DENVER CO 80221-3930

QUINTANA CHAVEZ GABRIEL  
OR CURRENT RESIDENT  
1721 W 79TH WAY  
DENVER CO 80221-3828

PAYNE DAMIEN MICHAEL  
OR CURRENT RESIDENT  
7935 CYD DR  
DENVER CO 80221-3834

QUINTANA DESIRAE L AND  
RODRIGUEZ RICHARD A  
OR CURRENT RESIDENT  
7976 CYD DRIVE  
DENVER CO 80221



RAMIREZ DAVID RAY  
OR CURRENT RESIDENT  
1484 ELMWOOD PL  
DENVER CO 80221-4262

RODRIGUEZ AARON OLIVAS  
OR CURRENT RESIDENT  
7907 QUIVAS WAY  
DENVER CO 80221-3838

RAMIREZ LUIS  
OR CURRENT RESIDENT  
1680 SHERRELWOOD DR  
DENVER CO 80221-4626

RODRIGUEZ JOSE M AND  
RODRIGUEZ CORINNE V  
OR CURRENT RESIDENT  
1435 KOKAI CIRCLE  
DENVER CO 80221

RAMOS BENCOMO MARCO A AND  
CHACON MARIBEL  
OR CURRENT RESIDENT  
1621 ORCHARD DR  
DENVER CO 80221-4659

ROSALES DESIREE AND  
CHAVEZ-TOLEDO RICARDO  
OR CURRENT RESIDENT  
1443 ELMWOOD PL  
DENVER CO 80221-4262

RAWSON DUANE E  
OR CURRENT RESIDENT  
1701 PECOS WAY  
DENVER CO 80221

SANCHEZ BULMARO AND  
SANCHEZ JULIANA  
OR CURRENT RESIDENT  
7939 PECOS ST  
DENVER CO 80221-3930

REFUERZO ANDRES  
OR CURRENT RESIDENT  
7899 PECOS ST  
DENVER CO 80221-3858

SANCHEZ JUDY  
OR CURRENT RESIDENT  
1780 SHERRELWOOD DR  
DENVER CO 80221-7722

RENNER JUDY GAIL  
OR CURRENT RESIDENT  
1385 W 78TH CIR  
DENVER CO 80221-3993

SANCHEZ JULIA FONTES AND  
RODRIGUEZ AMADO  
OR CURRENT RESIDENT  
7918 QUIVAS WAY  
DENVER CO 80221

REYES GONZALO  
OR CURRENT RESIDENT  
7933 GREENWOOD BLVD  
DENVER CO 80221-3736

SANTISTEVAN ROBERT L JR AND  
SANTISTEVAN LORI A  
OR CURRENT RESIDENT  
8126 NOLA DR  
DENVER CO 80221-4616

RICHARDS ROGER N  
OR CURRENT RESIDENT  
7859 PECOS ST  
DENVER CO 80221-3858

SARENAC DAVOR AND  
GIESLER COLE  
OR CURRENT RESIDENT  
1760 W 79TH WAY  
DENVER CO 80221-3831

RIVAS ALEX  
OR CURRENT RESIDENT  
1459 LOFTON CT  
DENVER CO 80221-3999

SCHEI MICHELLE ANN AND  
COLVIN CASEY LEE  
OR CURRENT RESIDENT  
1489 LOFTON CT  
DENVER CO 80221-3999

RIVERA MARIBEL  
OR CURRENT RESIDENT  
8129 NOLA DR  
DENVER CO 80221-4615

SCHIMPF ALBERT C AND  
SCHIMPF LAURA D  
OR CURRENT RESIDENT  
7915 CYD DR  
DENVER CO 80221-3834

SCHMIT LAWRENCE H AND  
SCHMIT MARIA TRUST  
OR CURRENT RESIDENT  
1475 KOKAI CIR  
DENVER CO 80221-3998

TRUJILLO CANDACE  
OR CURRENT RESIDENT  
1476 ELMWOOD PL  
DENVER CO 80221-4262

SEBASTIAN DONALD K  
OR CURRENT RESIDENT  
1921 W 79TH WAY  
DENVER CO 80221-3832

TRUJILLO DANIELLE JENNIFER  
OR CURRENT RESIDENT  
7920 OSAGE ST  
DENVER CO 80221-4267

SMITH J BRUCE AND  
SMITH MARILYN K  
OR CURRENT RESIDENT  
8006 RARITAN ST  
DENVER CO 80221-3843

TRUST FOR MONA GONZALES  
OR CURRENT RESIDENT  
1480 W 78TH CIR  
DENVER CO 80221-3994

STEBBINS GARY CALVIN AND  
STEBBINS JEANNE E  
OR CURRENT RESIDENT  
7889 PECOS ST  
DENVER CO 80221-3858

VALLEJOS FELIMON EDWARD AND  
VALLEJOS BARBARA ANN  
OR CURRENT RESIDENT  
7930 NAVAJO ST  
DENVER CO 80221-4265

STEINBRUNNER NATHAN  
OR CURRENT RESIDENT  
7967 QUIVAS WAY  
THORNTON CO 80221-3838

VAN TRUONG CAM  
OR CURRENT RESIDENT  
7848 QUIVAS WAY  
DENVER CO 80221-3837

SWIFT LOUIS R AND BROWN VICTORIA S  
OR CURRENT RESIDENT  
7917 QUIVAS WAY  
DENVER CO 80221-3838

VIGIL JANET M  
OR CURRENT RESIDENT  
1640 SHERRELWOOD DR  
DENVER CO 80221-4626

TAMEZ MICHAEL J  
OR CURRENT RESIDENT  
1500 ELMWOOD PL  
DENVER CO 80221-4263

VILLA PEREZ VERONICA AND  
PEREZ NOEL I  
OR CURRENT RESIDENT  
7933 OSAGE ST  
DENVER CO 80221-4267

THE QUIVAS TRUST  
OR CURRENT RESIDENT  
7948 QUIVAS WAY  
DENVER CO 80221-3839

WALLACE JEREMY R AND  
WALLACE LAUREN E  
OR CURRENT RESIDENT  
7878 QUIVAS WAY  
DENVER CO 80221-3837

THOMPSON KELSEY MORGAN  
OR CURRENT RESIDENT  
7931 NAVAJO ST  
DENVER CO 80221-4265

WARFEL DANIEL I ET AL  
OR CURRENT RESIDENT  
7898 CYD DR  
DENVER CO 80221-3835

TREVIZO OFELIA ESTRADA  
OR CURRENT RESIDENT  
8106 NOLA DRIVE  
DENVER CO 80221

WECKMANN HERNANDEZ EDBERTO  
OR CURRENT RESIDENT  
1720 W 79TH WAY  
DENVER CO 80221-3831

WHITEHOUSE JASON AND  
WHITEHOUSE TAMARA  
OR CURRENT RESIDENT  
1780 ORCHARD DR  
DENVER CO 80221-7727

CURRENT RESIDENT  
7896 CYD DR  
DENVER CO 80221-3835

WILLIAMS DEBRA KAY  
OR CURRENT RESIDENT  
1720 ORCHARD DR  
DENVER CO 80221-7727

CURRENT RESIDENT  
7877 QUIVAS WAY  
DENVER CO 80221-3836

WOODMANSEE WARREN W AND  
WOODMANSEE SUSAN M  
OR CURRENT RESIDENT  
8130 ALBERT CT  
DENVER CO 80221-3907

CURRENT RESIDENT  
7868 QUIVAS WAY  
DENVER CO 80221-3837

XUYEN T VIEN LIVING TRUST  
OR CURRENT RESIDENT  
1781 SHERRELWOOD DR  
DENVER CO 80221-7723

CURRENT RESIDENT  
7898 QUIVAS WAY  
DENVER CO 80221-3837

YEE TAK Y  
OR CURRENT RESIDENT  
1484 LOFTON CT  
DENVER CO 80221-3999

CURRENT RESIDENT  
7908 QUIVAS WAY  
DENVER CO 80221-3839

CURRENT RESIDENT  
1520 ELMWOOD ST  
WESTMINSTER CO 80020-1358

CURRENT RESIDENT  
7938 QUIVAS WAY  
DENVER CO 80221-3839

CURRENT RESIDENT  
1560 ELMWOOD ST  
WESTMINSTER CO 80020-1358

CURRENT RESIDENT  
7958 QUIVAS WAY  
DENVER CO 80221-3839

CURRENT RESIDENT  
7923 GREENWOOD BLVD  
DENVER CO 80221-3736

CURRENT RESIDENT  
7968 QUIVAS WAY  
DENVER CO 80221-3839

CURRENT RESIDENT  
1301 ELMWOOD LN  
DENVER CO 80221-3783

CURRENT RESIDENT  
1777 W 79TH WAY APT 101  
DENVER CO 80221-3844

CURRENT RESIDENT  
7925 CYD DR  
DENVER CO 80221-3834

CURRENT RESIDENT  
1777 W 79TH WAY APT 102  
DENVER CO 80221-3844

CURRENT RESIDENT  
1777 W 79TH WAY APT 103  
DENVER CO 80221-3844

CURRENT RESIDENT  
1777 W 79TH WAY APT 210  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 104  
DENVER CO 80221-3844

CURRENT RESIDENT  
1777 W 79TH WAY APT 211  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 105  
DENVER CO 80221-3844

CURRENT RESIDENT  
1777 W 79TH WAY APT 212  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 106  
DENVER CO 80221-3844

CURRENT RESIDENT  
1777 W 79TH WAY APT 109  
DENVER CO 80221-3850

CURRENT RESIDENT  
1777 W 79TH WAY APT 107  
DENVER CO 80221-3844

CURRENT RESIDENT  
1777 W 79TH WAY APT 110  
DENVER CO 80221-3850

CURRENT RESIDENT  
1777 W 79TH WAY APT 205  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 111  
DENVER CO 80221-3850

CURRENT RESIDENT  
1777 W 79TH WAY APT 206  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 112  
DENVER CO 80221-3850

CURRENT RESIDENT  
1777 W 79TH WAY APT 207  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 201  
DENVER CO 80221-3850

CURRENT RESIDENT  
1777 W 79TH WAY APT 208  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 202  
DENVER CO 80221-3850

CURRENT RESIDENT  
1777 W 79TH WAY APT 209  
DENVER CO 80221-3845

CURRENT RESIDENT  
1777 W 79TH WAY APT 203  
DENVER CO 80221-3850

CURRENT RESIDENT  
1777 W 79TH WAY APT 204  
DENVER CO 80221-3850

CURRENT RESIDENT  
1335 W 78TH CIR  
DENVER CO 80221-3993

CURRENT RESIDENT  
7936 CYD DR  
DENVER CO 80221-3874

CURRENT RESIDENT  
1420 W 78TH CIR  
DENVER CO 80221-3994

CURRENT RESIDENT  
7966 CYD DR  
DENVER CO 80221-3874

CURRENT RESIDENT  
1405 W 78TH CIR  
DENVER CO 80221-3995

CURRENT RESIDENT  
1566 W 81ST PL  
DENVER CO 80221-3902

CURRENT RESIDENT  
1485 W 78TH CIR  
DENVER CO 80221-3995

CURRENT RESIDENT  
8141 ALBERT CT  
DENVER CO 80221-3907

CURRENT RESIDENT  
1535 W 78TH CIR  
DENVER CO 80221-3997

CURRENT RESIDENT  
7909 PECOS ST  
DENVER CO 80221-3930

CURRENT RESIDENT  
1492 ELMWOOD PL  
DENVER CO 80221-4262

CURRENT RESIDENT  
7919 PECOS ST  
DENVER CO 80221-3930

CURRENT RESIDENT  
7921 NAVAJO ST  
DENVER CO 80221-4265

CURRENT RESIDENT  
8095 KALAMATH ST  
DENVER CO 80221-3941

CURRENT RESIDENT  
7930 OSAGE ST  
DENVER CO 80221-4267

CURRENT RESIDENT  
7996 PECOS ST  
DENVER CO 80221-3972

CURRENT RESIDENT  
8139 NOLA DR  
DENVER CO 80221-4615

CURRENT RESIDENT  
8000 PECOS ST  
DENVER CO 80221-3979

CURRENT RESIDENT  
1640 PECOS WAY  
DENVER CO 80221-4620

CURRENT RESIDENT  
1621 SHERRELWOOD DR  
DENVER CO 80221-4625

CURRENT RESIDENT  
1660 SHERRELWOOD DR  
DENVER CO 80221-4626

CURRENT RESIDENT  
1800 SHERRELWOOD DR  
DENVER CO 80221-4646

CURRENT RESIDENT  
1681 ORCHARD DR  
DENVER CO 80221-4659

CURRENT RESIDENT  
1721 SHERRELWOOD DR  
DENVER CO 80221-7723

CURRENT RESIDENT  
1700 ORCHARD DR  
DENVER CO 80221-7727

CURRENT RESIDENT  
1740 ORCHARD DR  
DENVER CO 80221-7727

CURRENT RESIDENT  
1446 ELMWOOD LN  
DENVER CO 80221-8314

CURRENT RESIDENT  
1466 ELMWOOD LN  
DENVER CO 80221-8314

## CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

7840 Pecos St.

on July 27, 2022

In accordance with the requirements of the Adams County Zoning Regulations

*Layla Bajelan*

Layla Bajelan

# Sherrelwood Village

PRC2021-00005

7996 and 8000 Pecos Street

Board of County Commissioners Public Hearing  
Community & Economic Development Department

September 13th, 2022

Presented by: Layla Bajelan, Senior Long Range Planner  
Case Manager: Greg Barnes, Senior Planner



ADAMS COUNTY  
COLORADO



# Requests

1. Major Subdivision Preliminary Plat (Filing No. 2)
  - 47 residential lots
  - 2 nonresidential tracts
2. Waiver from the Subdivision Design Standards
  - Lot depth to width ratio
3. Major Amendment to the Planned Unit Development- Final Development Plan
  - Townhouse/Single-Family Development, open space, and amenities

# Aerial/Background

## Sherrelwood Village (Elmwood)

### Filing No. 1

- 2015- Preliminary Approval
- 2018- Final Approval
  - 45 single-family lots
  - 8.3 acres

### Filing No. 2 (Approved Applications)

- 2020- Rezone to PUD and Major Amendment to the PDP
- 2020- Plat Correction

### Filing No. 2 (Subject Applications)

- Major Subdivision Preliminary Plat
- Major Amendment to the FDP
- Waiver from Subdivision Design Standards
  - 47 Townhomes (in addition to the single-family)
  - 10.37 acres



Pecos St.

Site

Sherrelwood, Filing No. 1

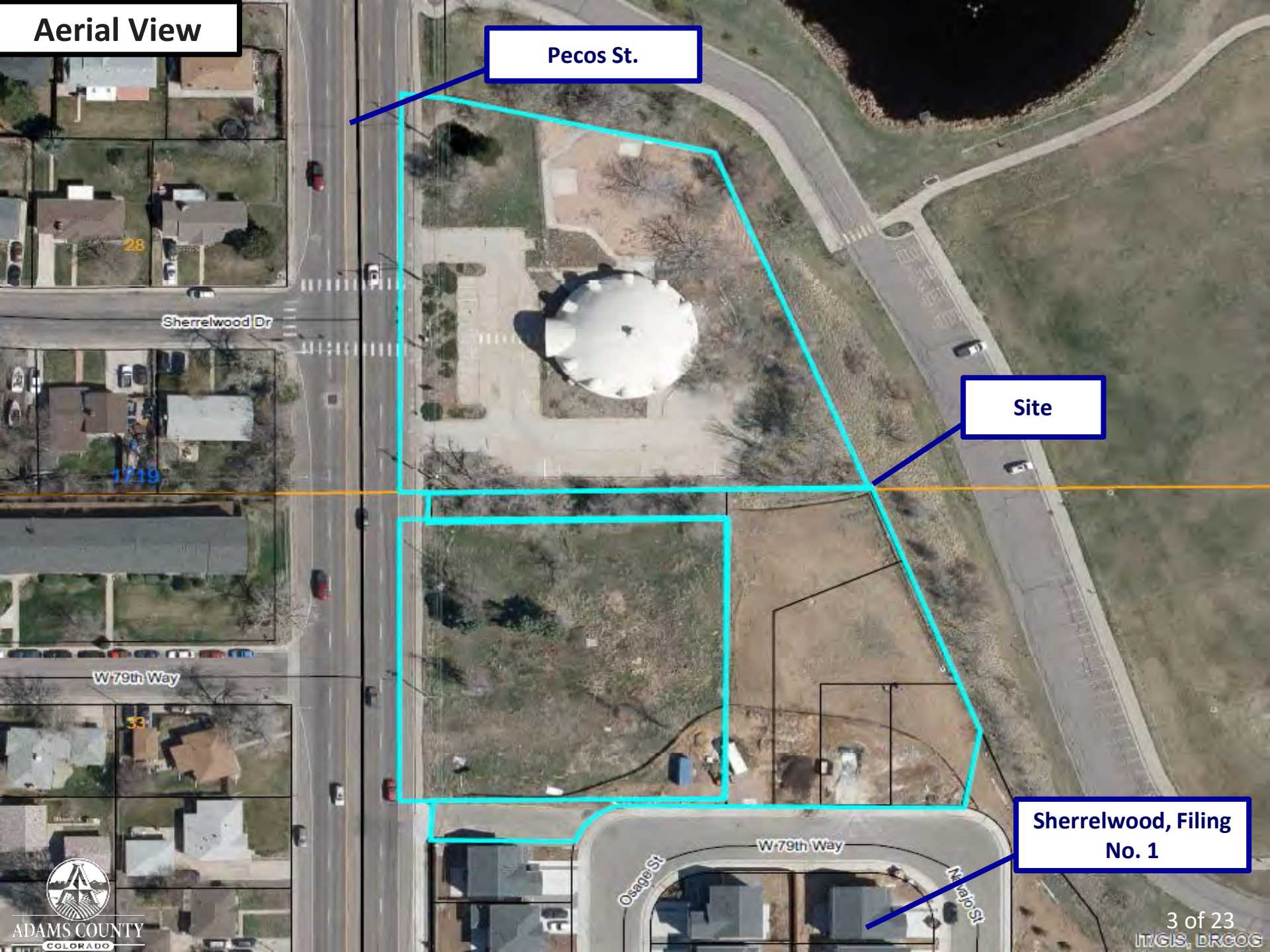


**Aerial View**

**Pecos St.**

**Site**

**Sherrelwood, Filing No. 1**



Sherrelwood Dr

28

1719

W 79th Way

53

W 79th Way

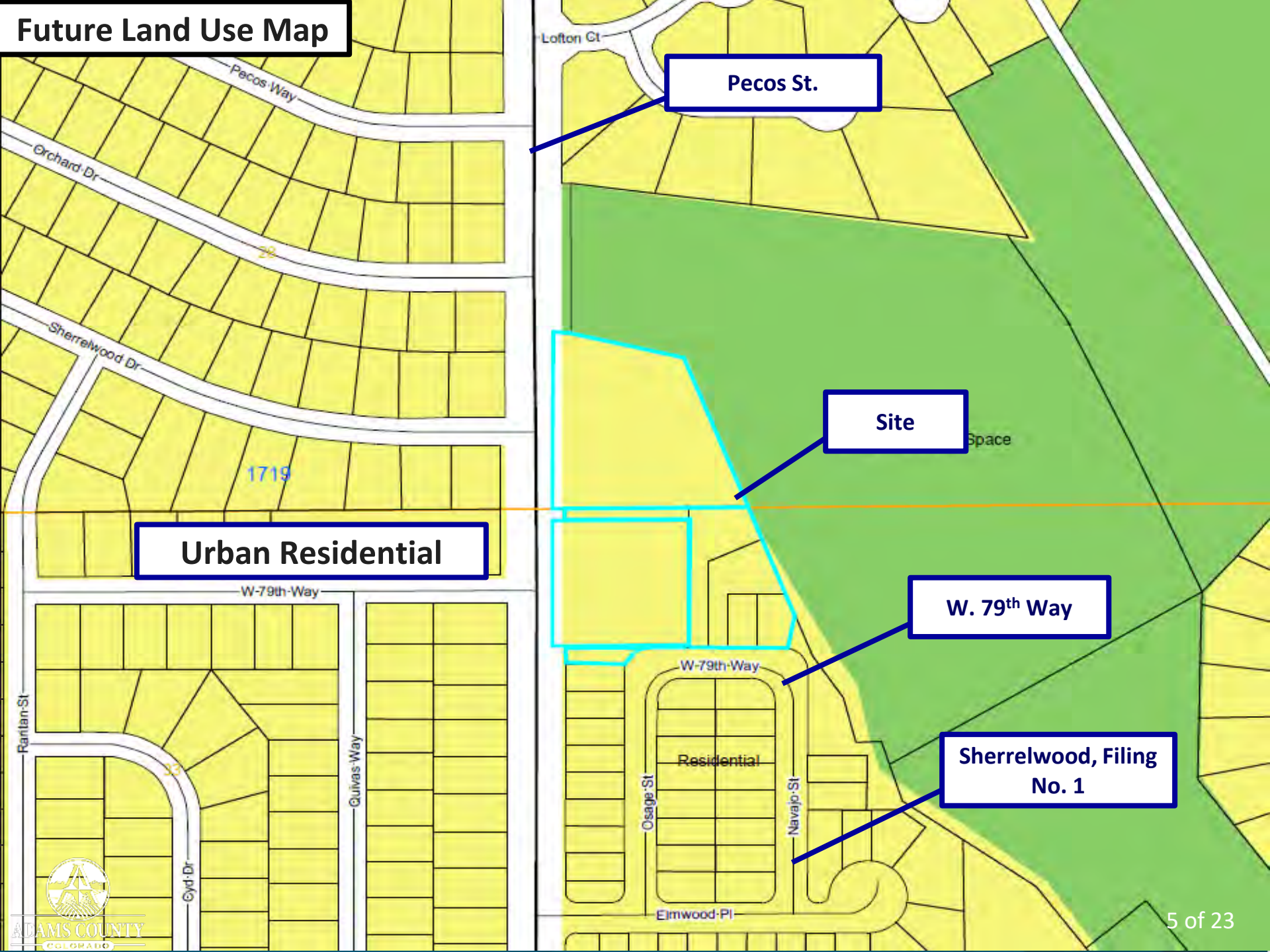
Osage St

Major St





# Future Land Use Map



Pecos St.

Site

Urban Residential

W. 79th Way

Sherrelwood, Filing No. 1



# Criteria for Major Subdivision Preliminary Plat

Section 2-02-20-03-05

1. Conforms with subdivision design standards
2. Adequate water supply
3. Adequate sewer service
4. Any soil or topographical conditions have been identified
5. Adequate drainage infrastructure
6. Public infrastructure (curb, gutter, sidewalk)
7. Consistent with Comprehensive Plan and applicable subarea plans
8. Consistent with development standards
9. Compatible with surrounding area

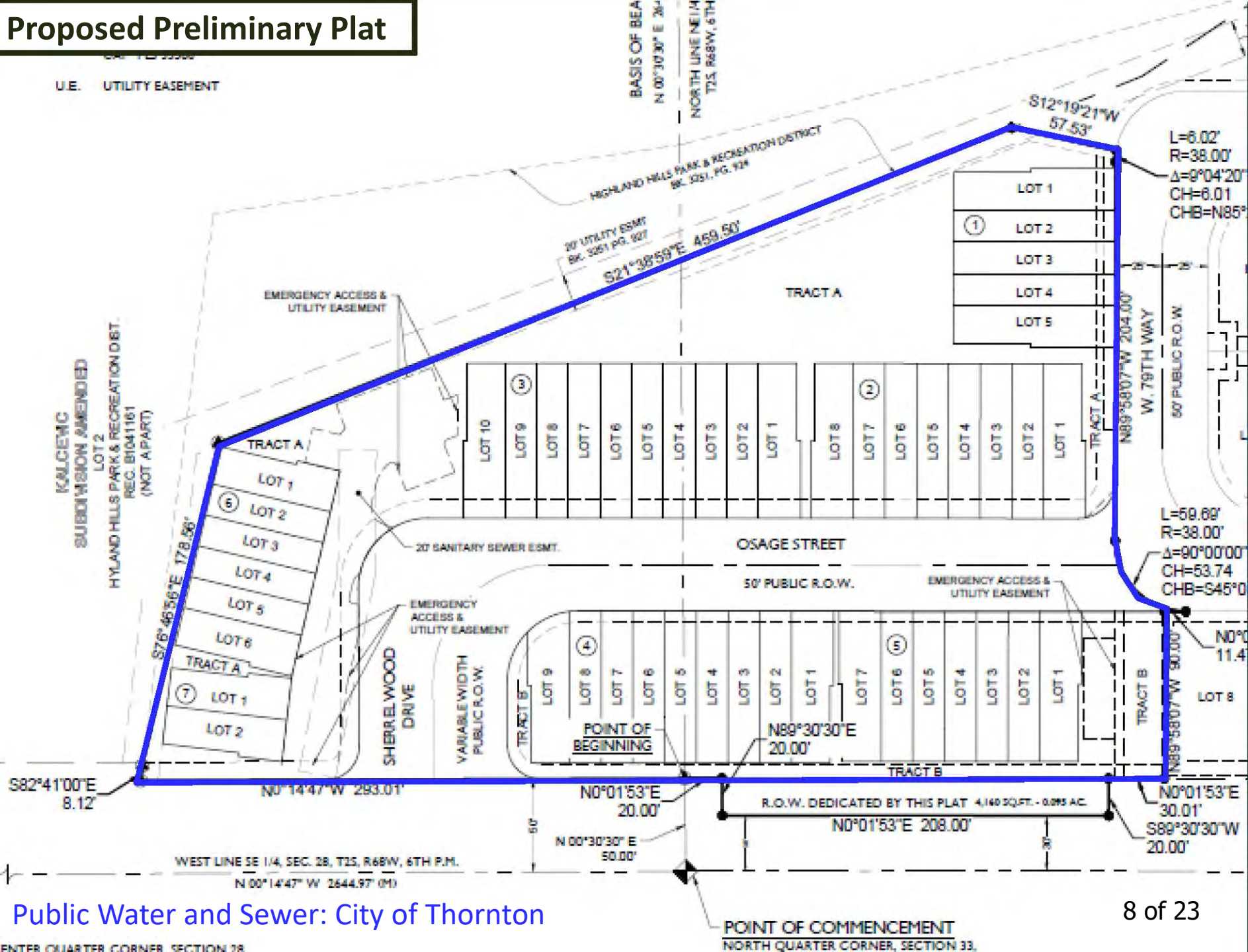
# Criteria for Waiver from the Subdivision Design Standards

Section 2-02-20-03-05

1. Extraordinary Hardships or Practical Difficulties result from strict compliance with these standards and regulations.
2. Purpose of these standards and regulations are served to a greater extent by the alternative proposal.
3. Does not have the effect of nullifying the purpose of these standards and regulations.

# Proposed Preliminary Plat

U.E. UTILITY EASEMENT



Public Water and Sewer: City of Thornton



# Criteria for Final Development Plan

## Section 2-02-11-04-05

1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
2. The FDP conforms to the PUD standards.
3. The FDP is consistent with any approved PDP for the property.
4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

# FDP Characteristics-Housing Types and Design/ Parking

## Housing Types and Design:

- 41 Single-family dwellings
- 47 Townhomes
- 8.5 du/acre
- Max Height:
  - Single-family: 30 feet
  - Townhome: 35 feet



1 TYPICAL FRONT ELEVATION

## Parking:

- All units have a two car garage (184 off street)
- 22 parking spaces for visitors
- All single family units have driveways
- 39 of the 47 townhomes have driveways



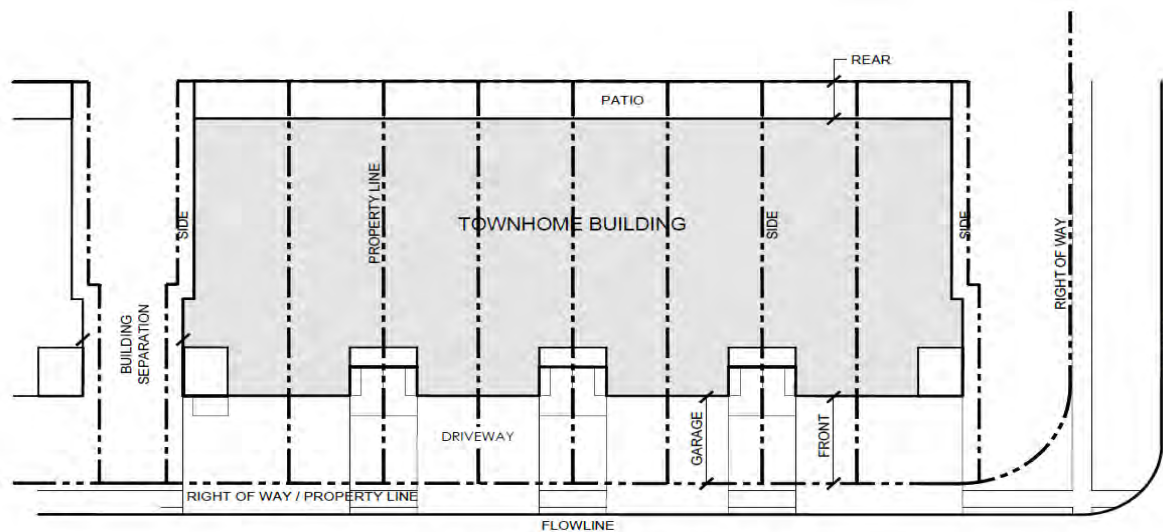
1 MODEL 1 ELEVATION A  
ACTUAL ELEVATIONS WILL VARY & WILL COMPLY WITH THE STANDARDS HEREON



2 MODEL 2 ELEVATION A

# FDP Characteristics- Lot Dimensions/Setbacks

	Min. lot size	Min. lot width	Max. Lot Coverage		Front Setback	Side Setback	Rear Setback
Single-Family	4,000 sq. ft.	45 ft. (internal) 50 ft. (corner)	70%		10 ft. 18 ft. (garage)	5 ft.	10 ft.
Townhome	-	17 ft. (internal) 22.5 ft (corner)	-	South	15 ft.	3 ft.	0 ft.
				North	0 ft.	3 ft.	0 ft.



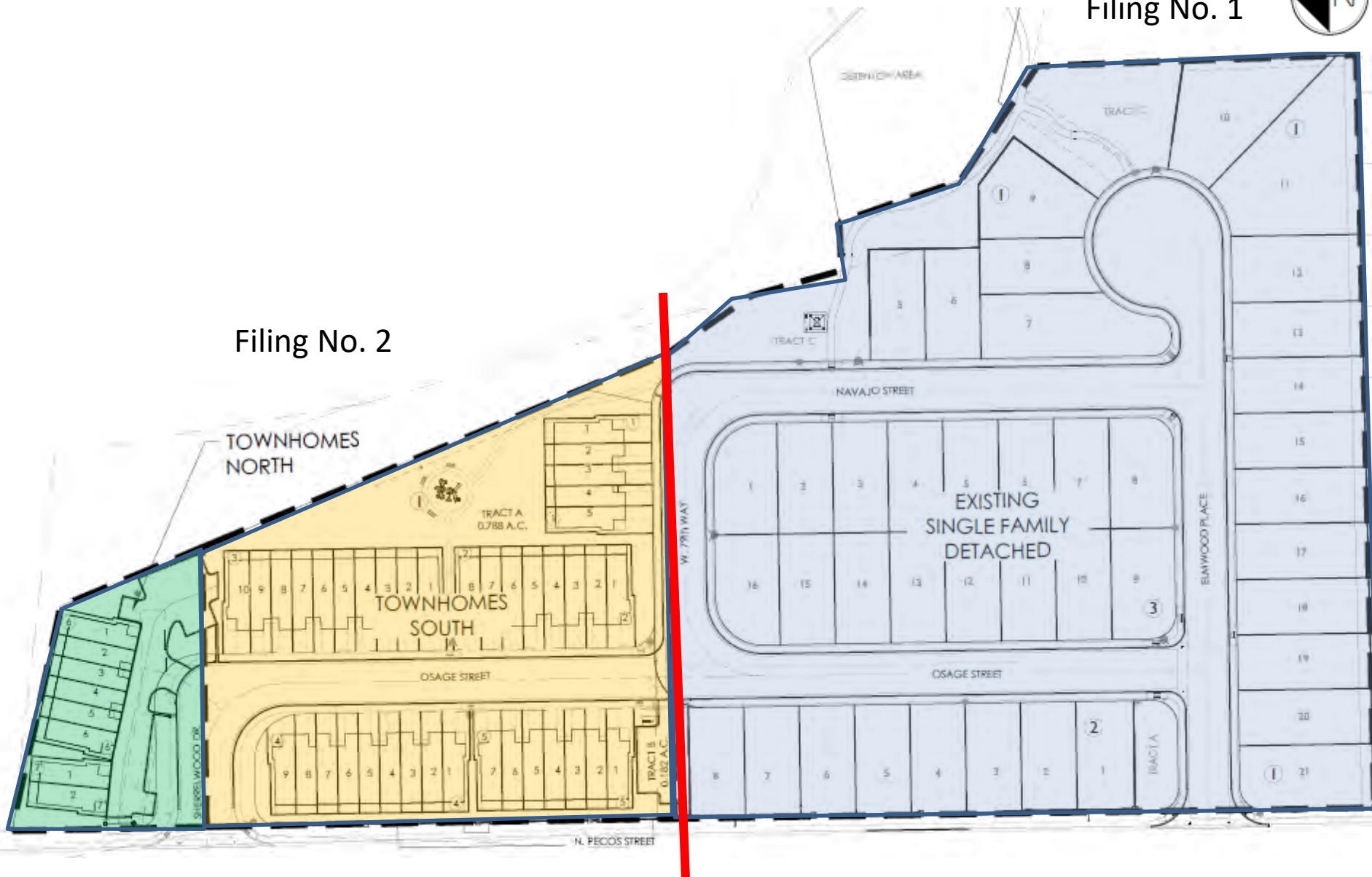
TYPICAL TOWNHOME SETBACK DETAIL  
NTS

# FDP Characteristics- Lot Dimensions/Setbacks

Filing No. 1



Filing No. 2



# FDP Characteristics- Open Space

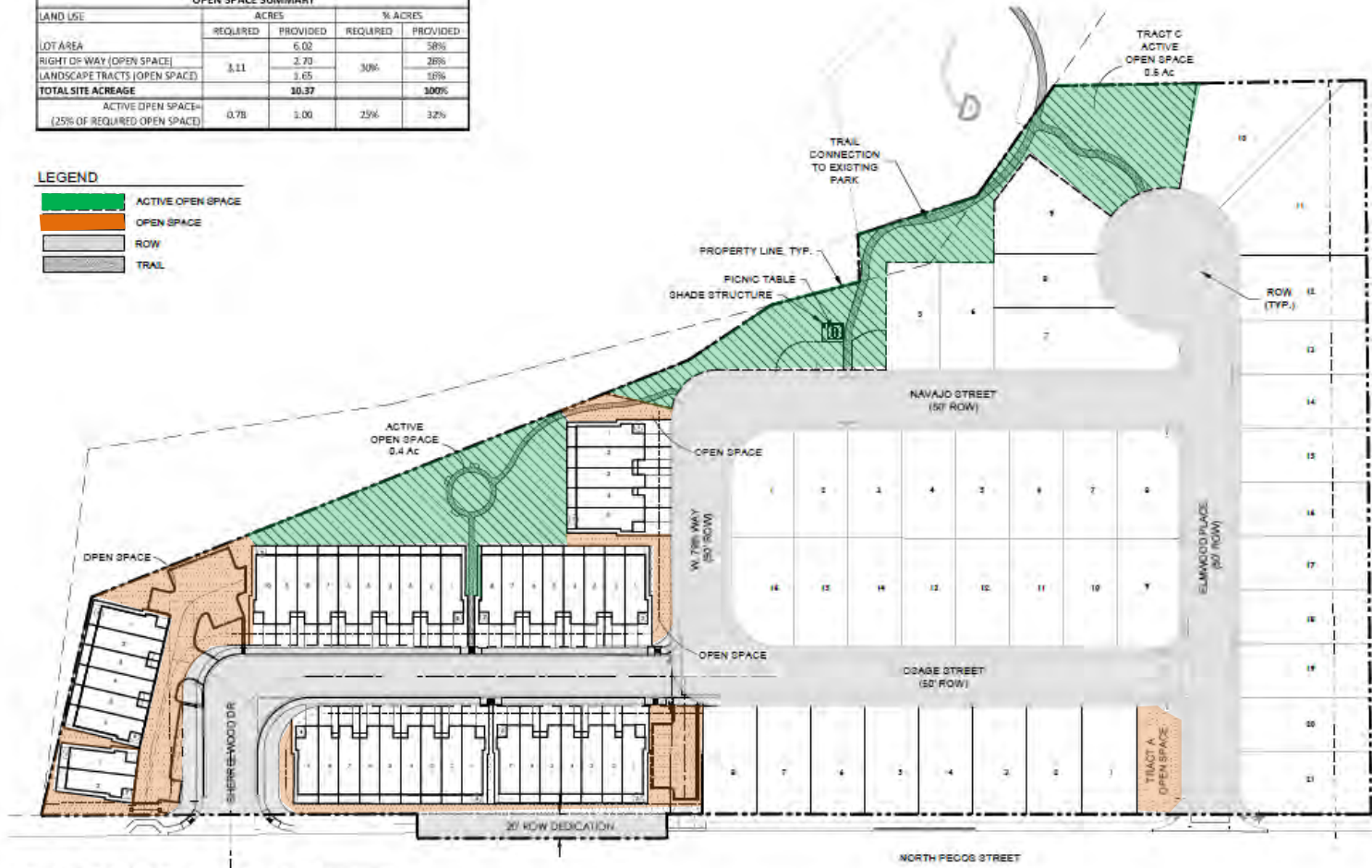


- Total Acreage: 10.37 acres
- Required Open Space(30% of the total): 3.11 acres
- Active Open Space (25% of required open space): .78 acres

LAND USE	ACRES		% ACRES	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED
LOT AREA		6.02		58%
RIGHT OF WAY (OPEN SPACE)	3.11	2.70	30%	26%
LANDSCAPE TRACTS (OPEN SPACE)		3.65		35%
<b>TOTAL SITE ACREAGE</b>		<b>10.37</b>		<b>100%</b>
ACTIVE OPEN SPACE- (25% OF REQUIRED OPEN SPACE)	0.78	3.00	25%	32%

**LEGEND**

- ACTIVE OPEN SPACE
- OPEN SPACE
- ROW
- TRAIL





# Site Conditions



NORTH



EAST



Site Conditions

SOUTH



WEST





# Referral Comments

Notifications Sent*	#Comments Received
289	2

\*Property owners and occupants within 750 ft.

Public Comment: (1) Opposition- Concerns over the former school site building, open space, traffic, and affordability

Responding without Concern: Adams County Treasurer, CDOT, CGS, DWR, Lumen, TCHD, Xcel Energy

# PC Update/Staff Recommendation

PRC2021-00005; Sherrelwood Village

## **PC Update:**

- PC Hearing: August 11<sup>th</sup>, 2022
- Approval (4-0) with 16 Findings-of-Fact and 4 Notes to the Applicant
- No members of the public

## **Staff Recommendation:**

Staff recommends APPROVAL of the subject requests (PRC2021-00005) with 16 Findings-of-Fact and 4 Notes to the Applicant.

# Recommended Findings-of-Fact

1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
2. The FDP conforms to the PUD standards.
3. The FDP is consistent with any approved PDP for the property.
4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.
5. The preliminary plat is consistent with the Adams County Comprehensive Plan and any available area plan.
6. The preliminary plat is consistent with the purposes of these standards and regulations.
7. The preliminary plat is in conformance with the subdivision design standards and any approved sketch plan.
8. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.

# Recommended Findings-of-Fact

9. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that such system complies with state and local laws and regulations.
10. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
11. The applicant has provided evidence that adequate drainage improvements comply with these standards and regulations.
12. The overall density of development within the proposed subdivision conforms to the zone district density allowances.

# Recommended Findings-of-Fact

13. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
- a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
  - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;
  - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;
  - d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and

# Recommended Findings-of-Fact

- e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.
- 14. Extraordinary hardships or practical difficulties result from strict compliance with these standards and regulations.
- 15. The purpose of these standards and regulations are served to a greater extent by the alternative proposal.
- 16. The waiver does not have the effect of nullifying the purpose of these standards and regulations.

# Recommended Notes

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.
2. The preliminary plat approval shall expire on August 30, 2024, if a final plat application is not submitted to the Adams County Community and Economic Development Department.
3. A public land dedication fee for parks and schools shall be paid to Adams County prior to or with the final plat submittal. This fee shall be determined by the fee structure specified in Section 5-05 of the Adams County Development Standards and Regulations.
4. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.